The Solicitors Journal.

LONDON, MARCH 13, 1886.

CURRENT TOPICS.

THE COURT OF APPEAL No. 2 have followed the prevalent judicial practice of taking a short holiday in the middle of the present unusually lengthy sitting. The court rose on Thursday, and will not resume its sittings until Tuesday next.

THE PROFESSION will be glad to learn that Mr. Justice PEARSON contemplates returning to the discharge of his judicial duties on Monday next. Meantime Mr. Justice NORTH is announced to hear on Friday, the 12th, motions, and on Saturday, the 13th, petitions and short causes for Mr. Justice PEARSON.

Mr. INCE, Q.C., has procured the report of the Chancery Chambers Committee to be laid on the table of the House, but there is some reason to doubt whether the evidence on which it purports to be founded will be appended to the report. Should the evidence be wanting, Mr. INCE would do good service by making a further application for it, as its contents would be of no little interest to the profession.

THE CASE OF *Ex parte Stanford*, in which the Court of Appeal recently decided (*ante*, p. 255) that a bill of sale of chattels was invalidated under section 9 of the Bills of Sale Act of 1882, because the grantor had assigned the chattels "as beneficial owner," bids fair to become the most remarkable legal "comedy of errors" of our time. It will be remembered that, after the Court of Appeal had reversed their own decision given a few days before, they offered the respondent leave to appeal to the House of Lords, but, on Friday last, the respondent's counsel reminded the court that, by section 2 of the Bankruptcy Appeals (County Courts) Act, 1884, the decision of the Court of Appeal upon an appeal from a divisional court of the Queen's Bench Division, sitting as a court of appeal in bankruptcy, is made final and conclusive. Thereupon Lord ESHER said that, the point being one of such great importance, it was desirable that the appeal should be re-argued before the full court, and that a day would be appointed for the purpose. The argument for the third time took place on Thursday last, and the court reserved their judgment.

IT SEEMS to be now admitted on all hands that—as we pointed out at the time (*ante*, p. 249)—there is no chance of obtaining compensation, under 7 & 8 Geo. 4, c. 31, for the damage done in the recent London riots. It is probably well for the sufferers that this is so, for they are likely to obtain much more substantial amends than the old Act would have afforded. The new Bill, "to provide for the payment of compensation for damage done during a certain riot in the Metropolitan district," includes a most important subject of compensation which is outside the scope of the Act of Geo. 4. It provides that "where a person shows, in manner provided by this Act, that a house or shop occupied by him in the Metropolitan Police District was injured, or the property therein was injured, *stolen*, or destroyed by any persons who took part in such riot as aforesaid, such compensation as hereinafter mentioned shall be paid out of the Metropolitan Police Fund for such injury, *stealing*, or destruction." The rule has, of course, long been settled that the hundred is not liable for goods stolen from premises by rioters (*Greasley* v. *Higginbottom*, 1 East, 636), although it is liable for goods damaged or destroyed by the rioters on the premises (*Ratcliffe* v. *Eden*, Cowp. 485). The distinction seems to be irrational, and ought not to be continued. But in other respects several questions are likely to arise on the provisions of the new Bill above quoted. First of all, the right to compensation is given to the *occupier*, instead of to the "person or persons damnified by the offence," as in the Act of Geo. 4. The occupier, in some cases, may possibly not be under an obligation to restore the premises to the same condition as before the riot, or he may have had property belonging to other persons on his premises at the time of the riot, which property may have been stolen or destroyed. Again, no doubt, many of the tradesmen injured had insured their plate-glass windows. We do not know whether the policies in insurances of this kind cover damage by riots, but if they do it can hardly be intended that the tradesmen should both receive the amount of their loss from the insurance office and also from the police fund. We suppose that since, by the definition clause, "person" includes "a body of persons, corporate or unincorporate," a club will be a "house" occupied by a "person"; but an office would apparently be neither a house nor a shop, and we should have thought that wider words might with advantage have been introduced. The process prescribed for obtaining the compensation is by application to the receiver for the Metropolitan Police District according to regulations to be made by him with the approval of a Secretary of State; and an appeal is given from the decision of the receiver to an arbitrator to be appointed by the chairman of the Metropolitan Board of Works, with the like approval.

BY THE REFUSAL of Mr. Justice KAY to entertain jurisdiction in *Re Cookson, Wainewright, & Pennington* (*ante*, p. 305), an interesting point under the Remuneration Order remains undecided. We have a strong opinion on the point, but we are only concerned to-day to discuss the reasons given by the learned judge for his refusal to decide it. Our readers will remember that the applicants were lessees of property under a St. Thomas's Hospital lease, containing covenants not to underlet without the consent of the lessors, and that all underleases should be prepared by the clerk to the hospital. The lessees having agreed to grant underleases of the demised property, their solicitors wrote to Mr. WAINEWRIGHT, the clerk of the hospital, inclosing a draft form of underlease, which they asked him to treat as instructions for the drafts to be prepared by him. This letter was answered by Messrs. COOKSON, WAINEWRIGHT, & PENNINGTON, and considerable correspondence with reference to the proposed underleases took place between them and the lessees' solicitors. Ultimately the consent of the hospital to the underleases was obtained; they were prepared by Messrs. COOKSON & Co., in accordance with the covenant, and were completed, Messrs. COOKSON & Co. attending the completion. They claimed the scale fee for "preparing, settling, and completing" the underleases. The applicants contended that the scale fee was inapplicable, and that the preparation of the underleases should be paid for on the old system. A summons was taken out to settle the question, but Mr. Justice KAY held (1) that Messrs. COOKSON & Co. were not directly employed as solicitors by the lessees; and (2) that the lessees were not "third parties" liable to pay Messrs. COOKSON & Co.'s costs, and, therefore, dismissed the summons. As to the first point, the learned judge relied on the fact that the letter of the lessees' solicitors was addressed to Mr. WAINEWRIGHT, and not to Messrs. COOKSON & Co. It was not a retainer of the firm, but of the clerk of the hospital. That was so, no doubt; but then how did the learned judge dispose of the subsequent correspondence between the lessees' solicitors and Messrs. COOKSON & Co., by which we should suppose (though we have no knowledge of the correspondence) that the former must have recognized the latter as the

persons who were to prepare the underleases? We do not find that this point was noticed at all in the judgment. The learned judge, indeed, seems to have doubted whether this ground of decision was sufficient, for he proceeded to support it by another. He said that even if the first letter had been written to Mr. WAINEWRIGHT with the object of retaining him to attend to the lessees' interests in the preparation of the underleases, "it would have been impossible for him to accept a character which would have clashed with his duties as clerk of the hospital." Can the learned judge have considered that the result of this doctrine must be to prohibit a lessor's solicitor from obtaining a retainer from the lessee to prepare the lease? Is there not rather more "clashing" of "characters" in this case than in the hospital case? Yet, has anyone ever suggested that there was anything improper in the practice? With regard to the second point, Mr. Justice KAY held that, as the hospital lease provided that all underleases should be prepared by the clerk of the hospital, but did not expressly provide that the clerk's costs should be paid by the lessees, the latter were under no liability to the clerk for the costs of the preparation of the underleases. Here, again, we may be permitted to inquire why the eye of the court should have been so steadfastly fixed on the words of the lease, to the exclusion of reasonable intention and common practice. Did anyone ever hear of there being no liability to the lessor's solicitor for the costs of a licence to assign because the covenant against assignment without licence did not expressly provide that such costs should be paid?

IT WILL BE REMEMBERED that, in *Re Boyce't* (34 W. R. 26), Lord Justice COTTON stated the nature of the "special circumstances" which will justify taxation under section 41 of the Solicitors' Act, 1843, as follows:—"There is a long course of decisions, beginning with one by Lord LANGDALE, which have laid down that, in order to justify the taxation of a bill after payment, there must be pressure and overcharge, and overcharge amounting to fraud. What pressure is has not been determined. Whether there is pressure must be decided on the circumstances of each particular case. In my opinion, unless there is overcharge amounting to fraud, there must be something in the nature of pressure, and, having regard to the decisions, I do not think that a judge is at liberty to go at large into special circumstances merely because he thinks that justice would be done by ordering a taxation." Lord Justice BOWEN, however, dissented from this view, and said that "'special circumstances' are those which appear to the judge so special and exceptional as to justify taxation. I think no court has a right to limit the discretion of another court, though it may lay down principles which are useful as a guide in the exercise of its own discretion. It seems to me to be the true view of the statute that there must be special circumstances making the payment differ from an ordinary payment, and that the judge thereupon has a discretion as to whether they are sufficient to authorize taxation." In *Re Norman* (34 W. R. 313) the Court of Appeal, No. 1, has unanimously adopted Lord Justice BOWEN'S view, on a case arising on section 37, and it may now probably be taken as settled that, the statute having given no definition of "special circumstances," the courts will not construct one. This was, we believe, the view generally taken by the old common law courts: see *Re Robinson* (16 W. R. 110).

UNTIL THE CASE of *De Caux* v. *Skipper* (*ante*, p. 302) came before the Court of Appeal, the decision of Mr. Justice PEARSON in *Clapham* v. *Andrews* (33 W. R. 395, L. R. 27 Ch. D. 679) was the only case dealing with a rather curious point. A mortgagee having two mortgages on separate properties from the same mortgagor, and not being entitled to consolidate, brings one action to foreclose both. The question arises, how much of the costs of the action he is entitled to in the possible contingency of one mortgage being redeemed separately. Mr. Justice PEARSON gave him the whole costs of the action in the event of either estate being redeemed, providing, at the same time, that the mortgagor should, in no event, pay the whole costs of the action twice over. The result of this decision would be that, in case of the foreclosure of the other mortgage, the mortgagee would get his land free from payment of any costs, having received the whole costs of the action on the redemption. The Court of Appeal decided that this process effects "a consolidation of the costs," and that, in the event of one mortgage being redeemed, the costs ought to be apportioned. It does not appear that any specific mode of apportionment was laid down; this was left presumably to the discretion of the taxing master, who would, unless otherwise directed, allow the costs of an action on the one mortgage, and disallow the costs so far as they had been increased by the inclusion of the other.

THE PROVISIONS of R. S. C., 1883, ord. 55, r. 2, which regulate what business shall be disposed of in chambers by the judges of the Chancery Division, limit the value in some cases of the money or securities to be dealt with to £1,000; but they also permit "such other matters as the judge may think fit" to be dealt with at chambers. The inconveniences which have arisen by reason of relief which used to be brought before the court on petition being applied for on summons at chambers have been referred to by us on several occasions, and Mr. Justice CHITTY has stated his objections to dealing with such matters at chambers when the circumstances are at all complicated. In the case of *Re Rhodes's Will* (34 W. R. 270), Mr. Justice PEARSON gave some valuable reasons which seem to be applicable not only to matters which involve sums over £1,000 in value, but to many others of smaller amount. That learned judge "has the strongest objection to make orders on summons in chambers for payment out of court of large sums of money. In a petition there is a statement of the facts on which payment out of court is asked. In chambers the case is not treated in the same way. There is no statement of facts. The matter is determined *viva voce*, and the judge has to depend on word of mouth. There is no record of the facts on which the order is grounded if it should ever be called in question at a future period, and I think there is a greater chance of a mistake being made."

THE DOCTRINE OF ELECTION.

II.

WE now have to offer some comments on this subject. Before doing so, however, it is right to mention that, by oversight, we omitted, in stating the case of *Willoughby* v. *Middleton*, to notice that the intended wife, afterwards Lady Middleton, was an infant when she executed the deed of settlement.

Proceeding then with our comments:—

Selecting, first, the following passage from Sir G. Jessel's criticism in *Smith* v. *Lucas*, "If the doctrine were established according to the judgment of the Vice-Chancellor in *Willoughby* v. *Middleton*, this effect would follow, that the most careful provision for the protection of a married woman would be destroyed by reason of her election thereafter to take some property for her separate use (assuming she was an infant when she married), and the whole of her life interest provided for her by her father or relatives would be taken away," the question occurs, Is this so? It is submitted the answer is in the negative. Two ways suggest themselves, as alternatives, of preventing such a result. If it be desired to bind the infant to fulfil the contract, this can, it would seem, be done by obtaining the sanction of the court to the settlement under 18 & 19 Vict. c. 43; if, on the other hand, it be desired to leave the infant at large to repudiate the contract, and at the same time to secure her enjoyment of what is settled with restraint on anticipation, so as to prevent its being taken away through the doctrine of election, all that is necessary is to express as much in the settlement.

The judgment of the Court of Appeal in *Re Vardon's Trusts* seems open to much observation, and, in discussing it, the convenient course will be to reverse the order in which the court discussed the case. It was considered by the court first on principle, then as affected by authority. Referring, then, to authority, the court first noticed *Willoughby* v. *Middleton* (already mentioned as being practically an identical case, and as having been followed by Kay, J.), and the statement of that case without expression of disapproval by Lord Selborne in *Codrington* v. *Lindsay;* the

court then noticed, on the other hand, the criticism on *Willoughby* v. *Middleton*, already adverted to, by Sir G. Jessel, and went on to say that this case (*Smith* v. *Lucas*) was referred to without disapproval by Lord Selborne in the House of Lords in *Cahill* v. *Cahill* (31 W. R. 861, L. R. 8 App. Cas. 427); and that Chitty, J., in *Re Wheatley*, had followed the late Master of the Rolls, while Kay, J., had followed the late Lord Hatherley; and then, appearing to regard the different views taken as being equal in weight, the court said "In this conflict of opinion in the courts of the first instance" the court felt itself at liberty to decide the question on principle.

Before referring to what the court said on the question of principle, it may fairly be asked, Was there anything like an equal weight of authority on each side? On the one side, it is admitted there was the decision of Lord Hatherley when Vice-Chancellor—a decision of nearly twenty-five years' standing—and its mention, without disapproval, by Lord Selborne; on the other, there were the observations of Sir G. Jessel, amounting only to *obiter dicta*, as expressed by himself at the close of them, where he said: "I have only thrown out these observations in order that it may not be considered that I thought the point finally settled by the case referred to" namely, *Willoughby* v. *Middleton*: Further, the remark in the judgment in the Court of Appeal that the case of *Smith* v. *Lucas* was referred to without disapproval by Lord Selborne in the House of Lords in *Cahill* v. *Cahill* is misleading, as the reference to that case by Lord Selborne had nothing whatever to do with the criticism of Sir G. Jessel on *Willoughby* v. *Middleton*; indeed, the sentence next before such reference seems quite at variance with that criticism. And as to the decision of Chitty, J.—in the first place it arose upon a will; and, next, there was the decision of the same judge the other way in *Re Queade's Trusts*. Therefore—putting aside the decisions of Kay, J., and Chitty, J., which, so far as support of the decision of the Court of Appeal is concerned, may at least be regarded as counter-acting one another—the result, as regards weight of authority, is the decision, nearly twenty-five years ago, of the late Lord Hatherley when Vice-Chancellor, not disapproved by Lord Selborne, against the Court of Appeal's decision, and nothing but some observations, not amounting to a decision, made by Sir G. Jessel, in its favour. Thus stated, authority, as commonly understood, seems really all one way.

Then, as to the question of principle, the court adverted to the following remark in 1 Swans. 404n, that "the rule of not claiming by one part of an instrument in contradiction to another has exceptions . . . and the ground of exception seems to be a particular intention denoted by the instrument, different from that general intention, the presumption of which is the foundation of the doctrine of election"; and they held that the settlement, by reason of the restraint on anticipation, contained a declaration of such a particular intention, and they then proceeded to fortify this conclusion by observations very similar to those made by Sir G. Jessel.

It has above been admitted, by the suggestion made in answer to a portion of Sir G. Jessel's observations, that a declaration of an intention to negative the application of the doctrine of election is effectual; but the view taken by the Court of Appeal, which is much the same as that previously taken by Chitty, J., in *Re Wheatley*—that the ordinary restraint on anticipation annexed to a trust for the separate use of a married woman amounts to such a declaration—is, it is submitted, with all deference, more ingenious than sound. This view does not appear to have suggested itself either to the judge or to counsel in the case of *Willoughby* v. *Middleton*, or to Sir G. Jessel when criticising that case. It involves the supposition, in the case of a settlement, that the parties, other than the wife, meant that she was to be at liberty to disregard her engagements—not binding upon her, of course—with impunity, while other parties were to be bound; and, in the case of a will, that a testator had a special preference for the woman to whose interest the restraint on anticipation was attached by him, going the length of sanctioning the disappointment by the woman of benefits given by his will to other persons. The Court of Appeal does not appear to have treated the restraint on anticipation, which prevents alienation, as a *direct* ground against the application of the doctrine of election; perhaps, regarding what Lord Hatherley said in *Willoughby* v. *Middleton* as a sufficient answer, or not wishing to grapple with this point.

In connection with the view taken by the Court of Appeal there is this peculiarity to be noticed, that the restraint on anticipation only attaches during coverture, and this singular result follows, that the declaration of a particular intention attributed to it by the Court of Appeal can only be co-extensive in duration with that restraint. This, it seems, must be so, from the decision in *Codrington* v. *Codrington* (24 W. R. 648, L. R. 7 H. L. 854), where, however, the notion of a restraint on anticipation amounting to such a declaration as above mentioned is not suggested. In that case, by a post-nuptial settlement, Lady Codrington took a life interest, with restraint on anticipation, in certain property brought into settlement by her father, and the same instrument purported to bring into settlement the reversionary interest of Lady Codrington in personalty under her parents' settlement. Lady Codrington was divorced from her husband, and the reversionary interest afterwards fell into possession: the doctrine of election was held to apply, and her life interest was held liable, in case of her election not to settle the reversionary interest which had fallen into possession, to compensate those who would be disappointed by her election. This case must be taken as conclusive that the declaration of a particular intention must be regarded as applicable only while the restraint on anticipation applies.

Thus regarded, there seem to be some practical difficulties in the application of the decision of the Court of Appeal. Take the case of a will. In *Re Wheatley* the women were married when they became entitled to the life interest and when their cases were before the court; now it would seem, from *Codrington* v. *Codrington* (*ubi supra*), that, had they been spinsters or widows, as the separate use, with restraint on anticipation, would not be in operation, the doctrine of election would apply. Still, the question arises, When is it to be determined whether the doctrine of election attaches or not? Is it, in the case of a will, to depend upon whether the woman is married at the testator's death, or married when called on to elect, or at both times? And, again, supposing the doctrine of election to attach, how is it to be worked out? Is the life interest, so far as necessary to make compensation, to be sequestered out and out, or is the income only to be taken as it accrues from time to time during discoverture? The former would seem to be the right course.

We have received from Messrs. Waterlow & Sons (Limited) a specimen of their "High Court Register," which consists of 120 quarto pages, with ruled and printed headings, intended to contain a record of all the necessary proceedings in an undefended High Court action, and also a cash record. There is a wide margin left for remarks, and a full index is prefixed to the book. The intention is to enable the practitioner to turn to any matter, and at once ascertain its position, without the delay of referring to papers or cash ledgers.

On Monday, in the House of Commons, Mr. Ince asked the Attorney-General whether a committee consisting of certain judges and members of the bar was appointed upwards of a year ago to inquire into the unsatisfactory working of the Chancery Division of the High Court of Justice; whether such committee had made any report, and, if so, when, and to whom; and whether there was any objection to place a copy of the report, if made, upon the table. The Attorney-General replied that it was the case that a committee consisting of certain judges and members of the bar had been appointed to inquire into this matter. The committee had made a report, and there was no objection to lay the report on the table of the House.

A solicitor writes to the *Times* as follows:—"I observe in your law report that an unfortunate solicitor is in imminent danger of being struck off the rolls for non-payment of succession duty with which he had charged his client. Without going into the merits of this particular case I think it only fair to the public generally, as well as to the profession, to state that the receipt of an official notice from Somerset House to the effect that duties have not been paid is really no evidence of the misconduct of the solicitors, inasmuch as a client of mine was threatened with legal proceedings some years ago in respect of a comparatively large amount of duties which had been paid through myself and which had been subsequently repaid me by him, and as I happened to be away for my holiday at the time, a similar application might very easily have been made in my case if the client had not had unusual confidence in his solicitor. I may add that I was wholly unable to extort any apology from the officials though the duties had been paid 12 months before the notice was sent."

REGISTRATION OF TITLE IN THE COLONIES.*

ALTHOUGH it is well known that the "Statement on the Land Laws" ately published by the Council of the Incorporated Law Society was not meant to be controversial, yet the writer may perhaps be excused for discussing the objections there detailed to registration of title to land from the standpoint of actual experience obtained in the Colonies during nearly thirty years.† As the result of that experience has been to shew that in the Colonies the system can be worked safely, cheaply, and quickly, the details of the way in which the dangers, expenses, and delays anticipated in the Statement have been avoided would seem worthy of careful notice.

It will be observed that the objections apply to the system as a "going concern," supposing the difficulties of starting it were removed.

Following for convenience of reference the order adopted in the Statement, the first thing to be considered is *fraudulent transfers*. All the Australasian systems, without exception, require an *ad valorem* contribution to an "assurance fund" to be made on first registration of a title, and on registering any succession. By this means, although it is true that the State guarantees the registered title, yet a large sum of money is gradually collected, subscribed by the landowners themselves, out of which the State can reimburse itself for all compensations paid in consequence of the guarantee. Experience has shewn that the protection thus afforded to the public exchequer is ample—more than ample—one might almost say excessive. The contribution being one halfpenny in the pound on the value of the title registered, the various funds in 1881 amounted to about £200,000, and the total of payments for compensations had only amounted to £2,504, and none of those on account of fraudulent transfers, whence the inference is that none have occurred (A.* and B. generally, with D., No. 1795).

The guarantee fund being thus provided for, the difficulty remains, when a mistake is detected, to settle who is to have the land and who the money. The Colonial Acts (given at length in A. and B.), unlike Lord Cairns' Act (1875), secure the land to the prior registered owner in case of mistake (C., No. 791); the register is rectified and the purchaser (if *bonâ fide*) is compensated out of the fund. It may be said that this is hard on the purchaser, but it is more than he gets under our present law, and it is difficult to see how a purchaser setting any *pretium affectionis* on the land could be victimized in any case likely to occur; mortgagees and land speculators are the only people likely to be defrauded in this way, and they will get all they want.

The *evidence of identity* of the transferor required by the colonial registrars, though not nearly so strict as that required by the Bank of England on a transfer of stock, appears to be quite sufficient in practice, as is shewn by the assurance funds. In simple cases the transferor or mortgagor fills up a form (generally printed on the back of his certificate of title) in the presence of a magistrate, solicitor, notary, &c., who is acquainted with him personally. This latter person merely signs a memorandum in the corner to that effect. The certificate of title and the signed instrument are then handed to the transferee or mortgagee and forwarded by him to the registrar, who acts upon them without further ceremony. An alternative method is to sign the instrument in the presence of any independent witness, who attests it on oath before the magistrate, solicitor, notary, &c., and then to proceed as before (Acts—*e.g.*, A., "New South Wales," s. 25; B., "West Australia," s. 105; "Queensland," s. 115; also descriptions of process, D., Nos. 3092, 1783, and E., page 46). However unsafe this may seem in theory, nearly thirty years' experience in the Colonies, where land speculation and absenteeism are much more rife than here, would seem to be a pretty severe practical test of its efficiency. The result has been already stated as shewn by the assurance funds. In complicated cases the necessity of employing a respectable solicitor reduces the risk of error to a minimum.

As to *evidence of possession* (Statement, p. 33):—With us the registered owner will be the person having the power of sale and mortgage. There is no reason to give anybody, whose consent is not necessary to give a purchaser a good title under the existing law, the right to enter a caution or inhibition, except at his own peril as to damages and expenses. In this way, owing to the large powers now given to the tenant for life, the evidence of possession will tally with the title as shewn by the register.

The *identity of the parcels* is provided for satisfactorily in the Colonies (notwithstanding that the Government survey was a very incorrect one—C., No. 784b., out of many other references; and that survey marks are apt to be obliterated—E., p. 30; and that the boundaries and aspect of landed property are probably more changeable even than with us) by a system of licensing surveyors all over the country, by examination, who work for fixed fees, and whose reports and maps are received at the registry office without further inquiry (see the Acts as to their appointment—A. and B.—and remarks as to their usefulness *passim*, the latest being F., 299, top of first column).

The question of *title by adverse possession* is one on which the colonial experience is clearly of the greatest weight, for absenteeism of a kind quite unknown here is indulged in for speculative purposes there to a most inconvenient extent. They do not, like Lord Cairns' Act, abolish the Statutes of Limitation. In some cases they have shortened the periods (for instance, about ten years ago, in New South Wales, the periods for bar of actions, allowance for disability, and final estoppel were reduced to six, three, and twelve years respectively), but this is not the case in all the Colonies. Their experience is proof that no serious difficulty need arise under this head.

As to registering *successions*:—The probability is that a "real representative" will soon be constituted by our law, and it might very well be made a part of the reconstruction of Lord Cairns' registration system which is now being proposed. But even if this is not done, the colonial experience seems to merit a more respectful notice than is given to it at the top of p. 35 of the "Statement"; for even supposing the interests transmitted are of a simple nature, yet the disturbing elements of ill-drawn wills (B., p. 6) and undiscoverable relatives on the frequent intestacies, must be much more serious than they are here. And it should be remembered also that an assurance charge on these occasions (on a sliding scale for England) would probably turn out, as it has in the Colonies, cheaper in the end than making very careful inquiries in each case. It is remarkable that of the few claims that have been made on the assurance funds, not one is reported to be owing to a mistake on a transfer or succession. They are all assigned to errors on initial registration or to mistakes in maps, which it is not proposed to include in the guarantee here. Finally, the alleged notoriety of persons and dealings in the Colonies would have to be very great indeed—far greater than there is any reason to believe it is—in order to protect the registrar from error to any appreciable degree.

Nearly all the many objections based on the *locality* of the registry or of the parties, and the consequent delays and travelling expenses, depend on the assumption made in the Statement, and founded presumably on the rules published under Lord Cairns' Act for regulating the official procedure, that the *post cannot be relied on* to transmit certificates and instruments of transfer. Considering that in the Colonies it *has been relied on* for this purpose (under much rougher conditions) for nearly thirty years, and that in England we rely on it in private conveyancing to an indefinite extent, this assumption cannot be regarded as justifiable. As is truly pointed out at the bottom of page 35 of the Statement, unless parties or their solicitors can transmit documents to one another and to the registrar as freely as solicitors now send important deeds by post to their clients and to one another, the system would inflict the greatest hardship on persons in abnormal situations. But is there any good reason for forbidding the post? Surely thirty years' experience of cross-country colonial posts ought to be enough to shew that the same system would be perfectly safe in England. If this be conceded, a vast quantity of objection at once falls to the ground.

To prevent *interim dealings* with property between issue of certificate and registration of a purchase, a purchaser can inquire as to title, and at the same time put on his own caution by a telegram to the registrar. This appears to be a common practice in the Colonies, and it enables the purchaser to pay his money in exchange for the instrument of transfer with complete security (E., p. 46). Another device is that of a "special certificate" (price 5s.) under Lord Cairns' Act. This declares the state of the title at the moment of issue, and no entry can be made on the register for fourteen days after it has gone out, unless it is returned or satisfactorily accounted for. Under the colonial systems a landowner going abroad may obtain a "registration abstract" (price £1). This states the title, and is an absolute block on all entries. Entries made on it in foreign parts under the proper formalities operate to transfer the legal estate (see the Acts in A. and B.)

With regard to the remaining objections in the Statement, from p. 37 onwards, it must suffice to state that, in the Colonies, the registries are self-supporting (D., No. 1857), having long ago reimbursed the primary outlay, and, in some cases (if not in all), actually produce revenue for the State—*e.g.*, in Queensland (F., first column, bottom

---

* The authorities referred to in the following article are:—
(A.) Parliamentary Return on Registration of Title in the British Colonies. 1872.
(B.) Ditto. 1881.
(C.) Evidence of Sir Robert Torrens before the Land Transfer Commission. 1870.
(D.) Evidence of Sir Robert Torrens and Sir Arthur Blyth before Committee on Titles and Transfer. 1878-9.
(E.) Essay on Transfer of Land by Registration, by Sir R. Torrens.
(F.) A meeting of the Australian Section of the London Chamber of Commerce, reported in their Journal for December 5, 1885.
The reference by letter is adhered to afterwards for brevity.

† The "Torrens" system of registration of title was introduced into South Australia in 1857, into Queensland in 1861, Tasmania and Victoria in 1862, New South Wales in 1863, New Zealand in 1870, and West Australia in 1874.

p. 300); that simple operations are often practically completed in less than a day, less than a quarter of an hour (F., second column, bottom p. 298); that few operations require more than three days for fulfilling every formality (B., "Queensland," D., Nos. 1783, 3112), and that loans on equitable deposit of certificate of title are, in theory, safer than, and, in fact are as freely made as, loans on deposit of deeds here (D., Nos. 1876—1888 and 3235). The office fees under Lord Cairns' Act are, in some cases, lower than the colonial, and it was expected that the office would be self-supporting as soon as it got into full work. There seems no reason for supposing that blocks at busy seasons would be any more difficult to provide for than the like phenomena in the Colonies. Sir Robert Torrens did all the work for South Australia with a staff of eight, and two solicitors to examine titles (D., No. 3231). Even if official delays were to occur, parties need not be kept waiting, for in the Colonies it is evident that money is safely paid over on receiving the instrument of transfer, with the protection of telegraphic inquiries and *caveats* (E., p. 26); consider, too, Lord Cairns' "special certificates." Lord Cairns' Act supplies machinery for starting district registries as soon as the work becomes too heavy for a central one.

Finally, with respect to the remarks quoted in the Statement from the committee of 1878—9, one or two facts have since come to light from a very ill-explored branch of this subject—namely, the process of first registration of titles in the Colonies,* which make it appear that the reluctance of the English public to adopt registration (whence it has been argued that compulsion must be tried) has not been due to distrust of the system itself, nor to the grave defects of even our office procedure on sales and mortgages; but rather to the insuperable bar which has been hitherto placed on the admission of ordinary titles to the register in the first instance. And that this again is due not so much to inherent difficulties peculiar to our case, but rather to the fact that while the colonial offices have, by the help of their assurance funds (B., 152, paragraph 9), *relaxed* their rules of private conveyancing as to proof of title on first registration (B., p. 147), we, having no proper assurance fund, have adopted the rules of private conveyancing, only in a *more stringent* form. How amply the colonial practice has been justified on the score of safety has been already shewn. The result has been that while the owners of old colonial titles have had every inducement to apply for registration on sales and mortgages that increased expedition and diminished expense could supply (nearly all the registrations of old titles taking place on these occasions—C., 784), English landowners have never been able to do so at all; for, even if the invariable expense could be borne, the extra delay could not.

We have entered into these objections at some length, because if registration be criticized as a "going concern," it is clear that any actual experience of its working ought to be carefully weighed; nor should we allow ourselves to reject so valuable a body of evidence as the thirty years' working of the system in the Colonies affords, save with extreme reluctance, and on carefully detailed reasoning.

C. F. B.

RECENT DECISIONS.

EVIDENCE TO BASTARDIZE ISSUE.

(*Re Walker, Re Jackson*, Kay, J., 34 W. R. 95.)

This case affords another instance of the attempts which are from time to time made to induce the courts to recognize in the Evidence Further Amendment Act, 1869 (32 & 33 Vict. c. 68), a ground for superseding the old rule of law that a parent is incompetent to give evidence which has the effect of bastardizing his issue. The section in question rendered "the parties to any proceeding instituted in consequence of adultery, and the husbands and wives of such parties, . . . competent to give evidence in such proceeding." The recent case was one of a summons by an infant, by her next friend, for maintenance out of a fund a half-share of which she claimed as one of the children of Cecilia Anne Jackson, who had been deserted by her husband, and had, before the applicant's birth, cohabited with another man. The petition was opposed by the trustees of the will, whose counsel tendered an affidavit by Cecilia Anne Jackson's husband, alleging non-access to his wife, and the illegitimacy of the applicant. In answer to the objection that the deponent could not be permitted to bastardize his presumed issue, the counsel for the trustees urged that the proceeding was really "instituted in consequence of adultery," and that therefore the evidence of the husband of the alleged adulteress was admissible under the Act. The question has already been decided three times. In *Re Rideout's Trusts* (L. R. 10 Eq. 41, 18 W. R. Ch. Dig. 36), upon a petition for payment of a fund out of court, a widower alleged that one of the claimants, though the child of his deceased wife, was not his son, but James, V.C., refused to act on the husband's affidavit without other evidence, and remarked, "I do not like to say that the effect of the statute is to supersede the old rule. If it be so, it will now be in the power of any husband or wife alone to bastardize issue." In *Re Yearwood's Trusts* (25 W. R. 461, L. R. 5 Ch. D. 545), which was an action by an infant to establish his legitimacy, Hall, V.C., admitted an affidavit by the alleged husband, asserting non-access, and appears to have thought that James, V.C., in the case last cited, had considered the evidence to be admissible. The Common Pleas Division considered the same section in *Guardians of Nottingham* v. *Tomkinson* (28 W. R. 151, L. R. 4 C. P. D. 343), where a husband, being summoned by the guardians for not maintaining a son to which his wife had given birth, had sought to prove non-access and the illegitimacy of the child. The evidence was rejected, Grove, J., observing that the tendency of *Re Rideout's Trusts* was in the opposite direction to that supposed by Hall, V.C., in *Re Yearwood's Trusts*, and Lopes, J., treating the question as still undecided. In the present case Mr. Justice Kay held that he was not at liberty to receive the evidence, and that the old rule forbidding a parent to give evidence tending to bastardize his issue was unaltered. He based his decision on *Guardians of Nottingham* v. *Tomkinson*, and especially on the *dictum* of Grove, J., that the words "proceeding instituted in consequence of adultery" meant only a proceeding to obtain a divorce as the "consequence of adultery."

* It is a mistake to assume that colonial titles are all plain sailing. There is abundant evidence that, for various reasons, their older titles were quite as risky and difficult as ours.

REVIEWS.

RATING.

A PRACTICAL TREATISE ON THE LAW OF RATING. SECOND EDITION. By EDWARD JAMES CASTLE, Barrister-at-Law. Stevens & Sons.

We pointed out the value of this work when it first appeared, and we are glad to see that it has arrived at a second edition. The method adopted by the author gives the reader a very clear view of the origin and development of the leading principles which govern the questions he discusses—viz., what is rateable, and how the value of the subject of rating is to be estimated; and although the extracts from judgments are somewhat numerous and lengthy, there is a good deal to be said in favour of inserting such extracts in a work intended for use by and before assessment committees and quarter sessions, where law reports are not at hand. The recent decisions as to the assessment of property in the occupation of public authorities are fully discussed, and three cases decided while the work was passing through the press are given in the appendix, from the *Times*. One of them is *Reg.* v. *Berwick-upon-Tweed* (L. R. 16 Q. B. D. 493). The other two cases were decided on the same day, and have, so far as we know, not yet been reported, probably, for a very sufficient reason. If the *Times'* report is to be trusted, in one of them (*R.* v. *School Board of London*) Cave, J., said that what is known as "the contractor's principle" was "a fair test in the way in which he had indicated—not at all as being conclusive, but as furnishing some *primâ facie* ground to go upon, and upon which, in the absence of any evidence on the other side cutting it down, the quarter sessions might, if they thought fit, have acted"; while, about the same time, Manisty, J., in *Dewsbury* v. *Penistone*, was remarking that "the contractors' principle" was "not a test which has ever, to our knowledge, been recognized in a court of law; and, what is more, it is obviously so unreliable and fallacious . . . . that, in our judgment, no reliance whatever can be placed upon it." This is a very remarkable judicial statement, having regard to *Reg.* v. *West Middlesex Waterworks* (1 E. & E. 716).

CARRIAGE OF GOODS BY SEA.

A TREATISE ON THE LAW RELATING TO THE CARRIAGE OF GOODS BY SEA. By THOMAS GILBERT CARVER, Barrister-at-Law. Stevens & Sons.

The general divisions of his subject which Mr. Carver has adopted—The Contract, The Voyage, and The Delivery—do not lend themselves very conveniently to the distribution of the topics dealt with in the chapters; but this is a point of small importance, and, in other respects, very little fault can be found with the scheme of the book. The matter, in most of the chapters, is fairly well arranged and conveniently broken up into sections, a list of which heads each chapter, so that the reader is enabled at once to find his way to the point he has in hand. The general execution of the book seems to us to merit considerable praise. The extracts from judgments, which are very numerous, are well selected; there is very little prolixity; and we think we may add that the statements and discussions are, in

general, careful and accurate. It is obvious, indeed, that the author has bestowed no small pains and consideration on his subject, and this is such a satisfactory phenomenon in a modern law book that the critic is disinclined to exercise his function of picking small holes. We may, however, observe that the author omits, at pp. 624 and 628, to point out the disapproval of *Davies* v. *McVeagh*, expressed in *Murphy* v. *Coffin* (L. R. 12 Q. B. D. 87). The observations of Bramwell, L.J., in the former case, quoted at p. 623, are undoubtedly difficult to reconcile with many of the former decisions, and we hardly think it is a sufficient comment upon them to say, as Mr. Carver does, that "they were not apparently intended to overrule the older express decisions."

CORRESPONDENCE.

EXECUTION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—There is a salutary rule in the Lord Mayor's Court that a party cannot issue execution until the day after the registrar has given his allocatur for costs; but I am not aware of any such rule in the High Court, and shall be glad to know if any of your readers can refer me to any decided cases or rules of practice which are applicable to the following circumstances:—

In an action in which country solicitors acted for the plaintiff and I represented the defendant, the former obtained a judgment against my client, and, the next day, taxed his costs. Immediately after the master's allocatur was given, I told the clerk of the London agents to the plaintiff's solicitors that I would telegraph my client, who carries on business at Liverpool, for the amount, and attend at the London agents' offices the first thing next morning to pay debt and costs. The clerk replied that he thought that would do, but, as his firm were only agents, he would telegraph for instructions, and, in any event, would not do anything without giving me notice. The next morning I attended at the London agents' office with the money, but found that, without the slightest warning to me, they had issued execution.

As my object is not to air a grievance, I will not comment on the above facts beyond pointing out that, if the law enables a plaintiff to act in this way, then defendants must either accept the costly privilege of paying the plaintiff's claim through the sheriff, or must be prepared to throw the money upon the table immediately the master's allocatur is signed; the latter alternative, apart from the question of convenience, being almost an impossibility, owing to the difficulty of anticipating at what sum the costs would be taxed. With a view of being prepared when occasion should arise, and for the information of other members of the profession who may be placed in a similar position to myself, I trust, through your journal, some light may be thrown upon the subject. W. WILD.

Leadenhall Chambers, St. Mary-axe, March 8.

SOLICITORS' CERTIFICATES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I hope that the profession will back up Mr. O'Hea, and send him London and country petitions in favour of his Bill to repeal the Solicitors' Certificate Duty, which there is no pretence for continuing.

There is no reason why solicitors should be taxed more than, or be under different laws to, other people, and they ought to have been relieved from them long since. A glance at the Stamp Act will shew what duties they have to pay, and what other professional men have or have not to pay on articles and admission. I do not think surgeons pay anything, and barristers pay less than solicitors, and physicians a nominal sum, and none of them a certificate duty.

Let the lawyers meet and bestir themselves. They fight for other people for a remuneration which anyone else would scoff at; and now let them try and help themselves a little. A. JONES.

London, N., March 10.

THE INCORPORATED LAW SOCIETY'S "CALENDAR AND LAW DIRECTORY."

[*To the Editor of the Solicitors' Journal.*]

Sir,—Is the above annual publication a thing of the past, and to be no more seen? I shall be sorry if it is so, for although I consider eight hundred pages of the book to be worse than useless, yet the other seven hundred pages of it I find to be very reliable and useful. Would it not be better for the society to print and publish the *calendar* part of the book without the *law directory* part of it, and so save half the cost of production?

The "Law List" was published on the 27th ult., and no one would think now of buying the *calendar*, when it is published, for the value of the law directory part of it. JOHN MILLER.

Bristol, March 8.

THE MIDDLESEX REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the article in to-day's SOLICITORS' JOURNAL, I presented a memorial for registration a few days ago, and was charged 7s., making no objection, as there was an overcharge made of about 6d. only. The bearer of the memorial preceding mine was charged 7s. also, though the length indicated a less sum. I can speak as to the customary charge being 7s. for some fifteen years, and to the incivility with which any objector (myself not escaping) was met. Solicitors to some building societies, however, managed to get off with a payment of 3s. 6d. per memorial only. F. D. ASKEY.

13, New-inn, W.C., March 6.

MR. INCE'S LAND TENURE AND TRANSFER BILL.

THE following is an outline of the provisions of the Bill which has just been introduced by Mr. Ince, Q.C., M.P.:—

PART I.—*Preliminary.*—The Bill does not extend to Scotland or Ireland (section 2), and is to take effect from November 3, 1886 (section 4). It is divided (section 3) into five parts—viz., (1) Preliminary; (2) Amendments of the Settled Land Act, 1882; (3) Church lands; (4) Abolition of entails, and restrictions on the practice of settlement; (5) Abolition of Law of Primogeniture; (6) Married women. Some provisions respecting allotments are contained in the Bill, and, therefore, by section 5, an "Allotment" is defined as not exceeding one acre of arable or three of grazing land, or, if the land is partly arable and partly grass, as not exceeding one acre of each. Parts II. and III. of the Bill are to be construed with the Settled Land Acts (section 6).

PART II.—*Amendments of the Settled Land Act.*—In settlements made by will, when there are no "trustees of the settlement" appointed the executors are to act as such. A sole executor may act, but may not receive capital money (section 7). In the same way, where an infant is entitled under a will, the executors may act (section 8). Where there is only a sole trustee, either under the preceding sections or otherwise, the tenant for life, with the concurrence of the trustee, or with the approval of the Land Commissioners, may appoint an additional trustee (section 9). When there are no trustees the tenant for life may, with the approval of the Land Commissioners, appoint them (section 10).

The object of these provisions is to obviate the necessity of applications to the court for appointment of trustees.

Sales are facilitated by allowing the consideration to consist wholly or partly of a rent-charge, and authorising a portion of the purchase-money to remain on mortgage. Sales, &c., for artizans' dwellings may be made at a reasonable price, &c., under the circumstances, and "allotments" may be let at a fair agricultural rent (section 11). These provisions are only permissive. The tenant for life is given leasing powers, unlimited as to time, without application to the court (section 12), and sections 15, 45 (2), 37 (3) of the Settled Land Act, 1882, are repealed (section 13). The modes of investment of capital money are enlarged by permitting any investment authorised by the Scotch Trusts Act (47 & 48 Vict. c. 63, s. 3), and payment of terminable charges for drainage, &c., where the charge has ten years to run (section 14). Laying out land for allotments, building of house of residence, dwellings for working classes, and first-class improvements under the Agricultural Holdings Act, 1883, are all sanctioned as improvements on which capital money may be spent (section 15). Tenants for life under instruments executed after the Act are to hold without impeachment of waste, except for equitable waste (section 16). Tenants for life entitled to a charge under section 29 of the Agricultural Holdings Act, 1883, may obtain part of the land instead (section 17). The Lands Clauses Consolidation Act, 1845, ss. 69, 71, 72, 73, is modified so as to allow payment of £1,000 to trustees and £100 to tenant for life, instead of the present sums of £200 and £20 now allowed so to be paid (section 13).

PART III.—*Church Lands.*—A benefice is defined so as to include a rectory, vicarage, &c., but not a bishopric, deanery, or canonry (section 19). The incumbent is given, generally, the powers of tenant of life under the Settled Land Acts (section 20), and the incumbent and patron are put in the position of "trustees of the settlement" (section 21). Where there are several patrons one is to appointed "patrons' trustee" (section 22). Where the patron cannot or will not act, the archdeacon is to act in his stead (section 23). The church, churchyard, house of residence, &c., rights of patronage, tithe rent-charge, and allotments may not be dealt with under this Act (section 24). The incumbent is to have one-fourth of rent of mining leases, one-half of produce of sale of timber, and section 16 is not to apply (sections 25, 26). Any trustee of the settlement may apply to the bishop to prevent the exercise of the incumbent's powers, but this is not to oust the jurisdiction of the court (section 27). The Act is to

apply to benefices in the patronage of the Crown and the Duchy of Cornwall, and some special provisions are made (sections 28, 29).

PART IV.—*Abolition of Entail and Restrictions on the Practice of Settlement.*—Words are to have the same meanings as in the Fines and Recoveries Acts, except that "lands" and "tenant in tail" receive a wider definition (section 30). Existing entailed estates are to be as alienable as estates in fee simple, enrolment and the protector of the settlement being both abolished. This does not empower devise, so that, if the tenant in tail does not alienate the property, it will descend in tail. No new estate tail can be created. Words purporting to give an estate tail will create a fee simple in the first taker instead. All contingent or executory interests are declared void, except in ante-nuptial marriage settlements, interests may be given to the children.

PART V.—*Abolition of Primogeniture.*—The word "lands" receives a wide definition (section 33). In case of persons dying after the Act, all existing modes of descent, curtesy, dower, and free bench are abolished. The land of which a person dies intestate will pass to his personal representatives as personal estate, except that a husband is to have a life interest, and a wife is to have a life interest in a moiety only. The rules as to administration of assets and Government duties are to remain unaltered (section 34).

PART VI.—*Married Women.*—Acknowledgement of deeds by, and separate examination of, married women are abolished; but the concurrence of the husband will be necessary where now required (section 36), except that a married women who is entitled to her separate use, without the intervention of a trustee, may convey the legal estate without her husband's concurrence (section 37). Section 5 of the Married Women's Property Act, 1882, is explained in the sense attributed to it by the Court of Appeal. By the last section of the Bill, the Married Women's Property Act, 1882, is declared not to affect the rights of any husband in respect of his wife's real or personal property of which she may die or have died intestate. This is to take effect as if inserted in the Married Women's Property Act, but s not to affect the wife's creditors (section 40).

CASES OF THE WEEK.

COURT OF APPEAL.

NOTTINGHAM PATENT BRICK AND TILE CO. *v.* BUTLER—C. A. No. 1, 3rd and 5th March.

VENDOR AND PURCHASER—RESTRICTIVE COVENANTS, NON-DISCLOSURE OF—RESCISSION OF CONTRACT.

In this case the owner of land had put up a property for sale by auction in 1865, and gradually sold it off during 1865, 1866, and 1867, in different lots, partly by auction and partly by private contract, to different purchasers, but under the same conditions of sale, and subject to the same restrictive covenants. One of these covenants was to the effect that the purchaser would not use the land as a brickfield. The defendant subsequently acquired one of these lots from one of the original purchasers, and no restrictive covenant was inserted in the conveyance to him by his vendor. In 1882, the plaintiffs, a company formed for the purpose of manufacturing bricks, contracted to purchase the defendant's lot, under conditions of sale, stating that the property was sold subject to any matter or thing affecting the same, whether disclosed at the time of sale or not, and providing that any error or omission in the particulars should not annul the sale, nor entitle the purchaser to compensation. The existence of the restrictive covenants was not referred to in the contract, nor in the conditions of sale, nor did it appear from any of the title deeds up to the stipulated root of title. During the negotiations, the defendant stated that he believed there were some restrictive covenants which would prevent the plaintiffs using the land as a brickfield; but the defendant's solicitor declared, on being appealed to, that he was not aware of any such covenants. He did not, however, add that he had not read the earlier deeds, and knew nothing of their contents. The plaintiffs thereupon paid a deposit, and signed the contract. Subsequently the plaintiffs discovered the existence of the restrictive covenants which had been entered into by the original purchasers, and brought their action to obtain a rescission of the contract and a return of the deposit. That action was heard by Wills, J., without a jury, who gave judgment for them, holding that, if they completed the contract, they would be bound by the restrictive covenants, which any of the original purchasers or their assigns would be entitled to enforce against them, and that there was nothing in the conditions of sale, or in the Conveyancing Act, which prevented them from refusing to complete. The defendant appealed, and contended that he was a *bond fide* purchaser for value without notice; that these restrictive covenants would not be binding on a purchaser from him; that no one could enforce the covenants, and that the Conveyancing Act, 1881, s. 3, sub-section 3, precluded the plaintiffs from raising the objection as to the earlier deeds. Lord ESHER, M.R., in affirming the judgment of Wills, J., said that it was a question of fact, to be determined by the ordinary rules of evidence, whether, when a vendor puts up the whole of a property in lots for sale, and sells it under conditions which oblige every purchaser to enter into restrictive covenants, it is the intention that each purchaser shall bind himself in respect of those restrictions to the other purchasers. In such a case the court will enforce the covenants against each purchaser at the instance of any other, though the vendor has not bound himself in any way. In this case such had been the intention, and the fact that the sales had taken place at different times did not affect the result, because they had all been carried out under the same authority and conditions. The vendor knew that there was a defect in the title, and the Conveyancing Act and the conditions did not preclude the purchasers from objecting. Finally, the statement made by the vendor's solicitor amounted to a misrepresentation, upon which the purchasers had relied, and on that ground the contract must be rescinded, and the deposit returned. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Cookson*, Q.C., *Darling*, Q.C., and *R. M. Bray*; *Charles*, Q.C., and *Graham*. SOLICITORS, *Torr, Janeways, Gribble, & Oddie*, for *Wells & Hind*, Nottingham; *Aldridge, Thorn, & Morris*, for *Towle, Gilbert, & Sons*, Nottingham.

NICHOLL *v.* WHEELER—C. A. No. 1, 4th March.

PRACTICE—DISCOVERY—AFFIDAVIT OF DOCUMENTS—SUFFICIENCY OF INTERROGATORY.

This was an action to recover possession of land at the expiration of a long lease, the plaintiff claiming title from the original lessor. The defendant pleaded that he was in possession. In his affidavit of documents the defendant, in schedule 2, specified certain deeds which he claimed were privileged, it being admitted that the documents were properly protected as privileged documents in the affidavit. The plaintiff, having seen copies of deeds of the same dates as some of those mentioned in schedule 2, administered interrogatories as to the identity of certain of the deeds, the plaintiff alleging that he could thereby show that they were mortgages, and that the defendant derived his title from a person who had paid rent to the plaintiff's predecessor in title. The defendant refused to answer, on the ground that the interrogatory was put for the purpose of cross-examining him upon his affidavit of documents, when that affidavit was in regular form. The plaintiff applied for an order to compel the defendant to answer, contending that he was entitled to have the documents identified, with the view of showing that they supported his case, and so were not privileged, the interrogatory being directed to specified documents, and not inquiring as to the contents of them. *Jones* v. *Monte Video Gas Co.* (28 W. R. 758, L. R. 5 Q. B. D. 556); *Attorney-General* v. *Emerson* (31 W. R. 191, L. R. 10 Q. B. D. 191); *Newall* v. *Telegraph Construction Co.* (14 W. R. 914, L. R. 2 Eq. 756); *Hall* v. *Truman, Hanbury, & Co.* (L. R. 29 Ch. D. 307), were cited. The court (LINDLEY and LOPES, L.JJ.), affirming the decision of the Queen's Bench Division, refused to order a further answer. LINDLEY, L.J., said that there were two rules on this point—first, the affidavit of documents is conclusive if it is sufficient in its form; and, secondly, if there is some ground for supposing that the affidavit is not trustworthy, as when the court can see that certain documents are not disclosed, an interrogatory as to those documents may be allowed. That was the view taken in *Hall* v. *Truman, Hanbury, & Co.* If there was any ground shown for distrusting the affidavit or for supposing that these documents related to the plaintiff's title, then the interrogatory might perhaps be allowed. But the court was asked to sanction, in the form of an interrogatory, a cross-examination of the defendant on his affidavit of documents, without any ground for it being shown, except a suggestion by the plaintiff that the answers would show that the documents were material to his case. The application would, therefore, be refused. LOPES, L.J., concurred.—COUNSEL, *W. Graham; H. Hurrell*. SOLICITORS, *Nicholl, Manisty, & Co.; A. Hughes*, for *Fortescue & Sons*, Banbury.

MONTAGU *v.* THE EARL OF SANDWICH—C. A. No. 2, 9th March.

PARENT AND CHILD—DOUBLE PORTIONS—SATISFACTION OF COVENANT BY LEGACY.

The question in this case was whether the plaintiff (a younger son) was entitled to a legacy given to him by his father's will in addition to an annuity which the father had, on the occasion of the plaintiff's marriage, covenanted to secure to him, or whether the plaintiff could not take the legacy without giving up the annuity. On the 26th of November, 1867, the father, in consideration of the plaintiff's then intended marriage, executed a deed by which he covenanted with the plaintiff that he, his heirs, executors, or administrators, would pay to the plaintiff, his executors, administrators, or assigns, an annuity of £1,000 during the plaintiff's life. And the father did thereby, so as to render the real estate (if any) of which he should die seised in fee, the fund primarily liable (whether as between heir-at-law and next of kin or as between devisees and legatees) for the satisfaction or discharge of that covenant, covenant with the plaintiff, his heirs, administrators, and assigns, that he (the father) or his heirs or devisees, would charge the said annuity upon a sufficient part of the real estate of which the father should die seised in fee, and as an additional security for the payment of the said annuity would give to and vest in the plaintiff the usual power of distress and right of entry. And it was thereby provided that nothing therein contained should be construed or taken to prevent or hinder the father from at all times during his life dealing with the real estate of or to which he should for the time be seised or entitled, and every or any part thereof, as fully and effectually in all respects as he might have done if the deed of covenant had not been executed; or (so only that sufficient real estate should be left charged with the said annuity) from devising any part or parts of the said real estate free and clear from all liability in respect of the said annuity (provided his intention to exonerate such part or parts of the said real estate from liability should be in such devise clearly expressed). The father, during his life, paid the annuity regularly to the plaintiff. The father, by his will, made in August, 1882, devised all his lands and hereditaments, being freehold of inheritance (but "subject to the charges and incumbrances thereon") to the use of his

eldest son (the defendant) and his assigns for his life, with remainders to his sons successively in tail male in strict settlement. And he bequeathed to the plaintiff a large pecuniary legacy. The father died in 1884. At the time of his death the estates devised by his will were subject to only one charge other than the plaintiff's annuity (if that was charged on them). Pearson, J., held (29 SOLICITORS' JOURNAL, 420) that the plaintiff was entitled to the legacy as well as the annuity. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.), FRY, L.J., *dissentiente*, reversed the decision, holding that the plaintiff could not take both the benefits. COTTON, L.J., said that, in the case of a father or a person who had placed himself *in loco parentis*, there was a presumption that he did not intend to give double portions to his children. Unless, therefore, it appeared on the face of the will or by parol testimony that the father intended the son to have the legacy which he had given him by his will, in addition to the annuity which he had already secured to him by covenant, the son could not take both. It would be presumed that the benefit given to the son by the will was subject to the condition that he must give up the other. There was no parol evidence of such an intention in the present case, and, therefore, the court must see whether there was sufficient evidence of it on the face of the will, having regard to the provisions of the previous settlement. The only thing in the will relied on as showing such an intention was the devise of the real estate, "subject to the charges and incumbrances thereon." It was said that the annuity of £1,000 was charged on the real estate, and that, when the testator devised the real estate subject to the charges thereon, this shewed an intention that the annuity was to be paid to the plaintiff, and was sufficient evidence of an intention that he should have both benefits. Assuming that the settlement did charge the annuity on the testator's real estate, his lordship did not think that those words in the will were sufficient evidence of an intention that the plaintiff should take both benefits. So to hold would, he thought, be practically to do away with the rule by giving it so minute an effect. If the testator had distinctly referred to the annuity, probably the words would have been sufficient, but the words which he had used were only general words. Reliance had been placed upon the judgments of the House of Lords in *Lord Chichester* v. *Coventry* (L. R. 2 H. L. 71). But, though there were some expressions in the judgments which might be favourable to the plaintiff in the present case, the decision depended on other matters which did not exist in the present case, such as the difference between the provisions of the will and the settlement, and the lords recognized the existence of the general rule. His lordship thought that the rule ought not to be departed from on such slight evidence of intention as was supplied by the use of the words "subject to the charges thereon." He was not inclined to fritter the rule away; if it was a bad rule, it had better be done away with by legislative enactment. It must be remembered that Turner, L.J., said that there must be strong evidence of intention upon the instrument itself to enable a child to take double portions. But his lordship was also of opinion that the settlement did not charge the annuity on the father's real estate. When a covenant was, not to charge any definite portion of an estate with an annuity, but only to charge such portion of the estate as should be necessary in order to secure the annuity, no charge was created until another deed was executed charging the necessary portion. The plaintiff relied on the proviso that nothing in the settlement contained should be construed to hinder the father from dealing with his real estate during his life as fully as if the deed had not been executed, or (so only that sufficient real estate should be left charged with the annuity) from devising any part of his real estate free from all liability in respect of the annuity (provided his intention to exonerate such part from the annuity should be in the devise clearly expressed). As the charge was to be only on such lands as the father should be seised of at his death, the charge could not hinder his dealing with his real estate during his life. The intention must have been that, if he should sell land during his life so as not to leave enough to answer the annuity, this should not be taken to be a breach of covenant. Then it was said that the land could not be exonerated by the will unless it had been previously charged. But it was only intended to provide for the case of the charge not being satisfied either by other provisions, or by the election of the son. BOWEN, L.J., said that the presumption against double portions arose from a supposed intention of the parent. It was an extremely difficult doctrine to apply, and the justice of applying it depended upon the probability of the testator having recollected it. It was a judge-made rule, introduced with some benevolent idea of protecting parents and the wills made by them. The last thing his lordship should think of would be to fritter away a rule made by wiser persons than himself. The obligation imposed by the settlement could be satisfied only by fulfilling it, or by doing something else which was received by the person entitled to the benefit as an accord and satisfaction. The court had to discover whether the will imposed the condition that the plaintiff should take the benefit conferred by it in satisfaction of the covenant. On the whole, his lordship was inclined to think that the covenant did itself create a charge on the real estate. But, assuming that it did, he thought the words in the will were too general to lead to the conclusion that the testator did not intend the rule against double portions to apply. His lordship felt no confidence that this presumption was not leading away from the real intention of the testator, but still he thought the general rule ought not to be deviated from. He regarded the case as a sacrifice on the altar of authority. FRY, L.J., said that no doubt the covenant was very obscure, but he thought there was an express declaration of intention by the covenantor to render the real estate of which he should die seised primarily liable for the annuity. If it was primarily liable, it must be liable—*i.e.*, charged—until, by the execution of a deed charging a sufficient part of it, the remainder should be discharged. The proviso which followed confirmed this construction. It conveyed the impression that, but for it, the father would be fettered in dealing with his real estate during his life. It spoke of real estate as being "left charged," implying that a charge had been already created, and it spoke of "exonerating" part of the real estate from the annuity, which implied that he considered that it was already onerated. As to the effect of the will, his lordship did not rely on the words "subject to the charges and incumbrances thereon" as referring expressly to the charge of the annuity. But this was a case in which the covenant preceded the will, and in which the legacy could be taken to be in satisfaction only by means of the doctrine of election. Such a case was very different from one in which the will preceded the covenant. Much less evidence was required to rebut the presumption against double portions in a case in which the settlement preceded the will than in a case in which the will preceded the settlement. He agreed that the rule ought not to be frittered away. But what was the meaning of "subject to the charges thereon"? It might mean either "subject to the charges thereon which will be subsisting at the time of my death," or "subject to the charges which will be subsisting thereon at the time of my death, and which will not be satisfied by means of the doctrine of satisfaction." If the latter construction was adopted, the words would be inofficious, for they would do only what the law would do without them. If the former construction was adopted, the words would have some operation. Therefore he thought the former construction was the natural one, and then there was in the will a declaration that the defendant should take the real estates subject to the charge, and of an intention that the plaintiff should have the legacy given to him by the will. This was a sufficient declaration to rebut the presumption against double portions.—COUNSEL, *Sir H. Davey*, S.G., and *Nalder*; *Rigby*, Q.C., *Cozens-Hardy*, Q.C., and *Methold*. SOLICITORS, *Collyer-Bristowe & Co.*; *Jennings, Son, & Burton*.

Re TUCK AND CULFF—C. A. No. 2, 3rd March.

VENDOR AND PURCHASER—LEASEHOLDS—SALE BY EXECUTOR OF EXECUTOR—PRIOR ASSENT BY EXECUTOR TO BEQUEST.

The question in this case was whether the executor of the surviving executor of a testator could make a good title to leaseholds of the testator, or whether the surviving executor had ceased to hold the leaseholds as executor, and had assented to a bequest of them on trust for the persons beneficially entitled to them under the testator's will. The testator died in 1872. By his will he gave the income of all the rest and residue of his leasehold and personal property to his wife and his son Henry equally for their respective lives, and the whole of the income to the survivor of them for her or his life. And after the death of the survivor he gave all the rest and residue of his personal and leasehold property unto other persons named. The testator then devised real estate to his trustees on certain trusts. The testator appointed A. and R. executors and trustees of his will. They both proved the will. A. survived R. Part of the residue consisted of some leasehold property at Bethnal Green. This property was subject to a mortgage for £500, and the mortgagee required to be paid off. A., in 1873, borrowed £1,200 on the security of the property, and out of that money he paid off the £500 mortgage. He executed a new mortgage of the property by underlease to the lender of the £1,200 to secure that sum, and he entered into a personal covenant to pay the £1,200. In March, 1874, A. executed a deed appointing T. a new trustee of the will in the place of R. This deed contained recitals of the specific bequests contained in the testator's will and of the residuary bequest; the death of R.; and that T. had consented to be appointed a trustee, and it appointed T. to be a trustee of the will in the place of R. And A. thereby assigned to himself and T. all and singular the leasehold messuages, lands, tenements, and hereditaments which by the will were devised to, or by virtue of such will became vested in, A. and R. as such trustees, or which by any means were then vested in A. upon any of the subsisting trusts of the will, and all the estate, &c., of A. as such surviving trustee of the will. A. having died, his executor entered into a contract to sell the Bethnal Green property. The purchaser objected that he could not make a good title, and Pearson, J., held that he could not. Pearson, J., said that, the executor having charged a sum on the Bethnal Green property for the purpose of meeting the liabilities of the testator's estate, he must assume that, subject to that mortgage, the equity of redemption in that property was vested in the trustees, as trustees, upon the trusts of the will, and that if the trustees had been required to assign that property to the residuary legatees they would have been compelled to do so, subject to the right of the executor, or his estate, to be indemnified out of the testator's estate against the personal liability which he had undertaken to repay the £1,200. His lordship thought that A.'s executor had no title to sell as executor of the original testator. The Court of Appeal (COTTON, BOWEN, FRY, L.JJ.) affirmed the decision. It was contended that the deed of March, 1874, applied only to the specifically-bequeathed leaseholds. COTTON, L.J., said that the question turned upon what was the true effect of the deed of March, 1874. He thought it was not necessary to consider whether A. intended to get rid of his powers as executor; probably he never thought about it. But, if the deed really did convey the residuary leaseholds to himself and T. as trustees, that was the most effectual mode of assenting to the implied gift in the will to the testator's executors on trust for his wife and son, and the persons to whom the leaseholds were given in remainder. In his lordship's opinion, the parcels of the deed included the residuary leaseholds, which were in effect devised by the testator to his executors on trust. He thought the words ought to be construed as applying to all leasehold property which, though it was not expressly given by the will to the executors as trustees, was, by the effect of the will, to be held by them for the purpose of giving effect to the provisions of the will. He thought that A. had assented to the gift to the executors as trustees, and could no longer deal with the leaseholds

as executor. BOWEN, L.J., thought that the first words of the parcels in the deed were sufficient to carry the residuary leaseholds, and, if they were not sufficient, the subsequent words justified the decision. It was said that the deed was dealing with what had attained a fixed and final character, and that, unless the leaseholds had already vested in the executors as trustees by virtue of their assent, they would not pass by the deed. The answer was that the assent of an executor might be implied, as well as expressed, and it might be implied from any act of his. If the deed did not of itself operate as an assent by the executor, it raised such an implication of a previous assent as would justify him in dealing with the property as a trustee. FRY, L.J., concurred.—COUNSEL, *Cozens-Hardy*, Q.C., and *Spence; Everitt*, Q.C., and *Hamilton*. SOLICITORS, *G. F. Hudson, Matthews, & Co.; Whittington, Son, & Barker*.

LANGWORTHY *v.* LANGWORTHY—C. A. No. 2, 3rd March.

DIVORCE—DECREE ABSOLUTE—PROVISION FOR CHILDREN—INVALID MARRIAGE—20 & 21 VICT. C. 85, S. 35—22 & 23 VICT. C. 61, S. 4—23 & 24 VICT. C. 144, S. 7.

The question in this case was whether the court has power to postpone the making a decree for a divorce absolute, pending the decision of what provision shall be made for the children of the divorced parties, for the purpose of inserting the terms of that provision in the decree absolute. The Divorce Act (20 & 21 Vict. c. 85) provides, by section 35, "In any suit or other proceeding for obtaining a judicial separation or a decree of nullity of marriage, and on any petition for dissolving a marriage, the court may from time to time, before making its final decree, make such *interim* orders, and may make such provision in the final decree, as it may deem just and proper, with respect to the custody, maintenance, and education of the children, the marriage of whose parents is the subject of such suit or other proceeding." And, by the Act 22 & 23 Vict. c. 61, s. 4, "the court, after a final decree of judicial separation, nullity of marriage, or dissolution of marriage, may, upon application (by petition) for this purpose, make, from time to time, all such orders and provisions with respect to the custody, maintenance, and education of the children, the marriage of whose parents was the subject of the decree . . . as might have been made by such final decree or by *interim* orders, in case the proceedings for obtaining such decree were still depending." And, by the Act 23 & 24 Vict. c. 144, s. 7, "Every decree for a divorce shall, in the first instance, be a decree *nisi*, not to be made absolute till after the expiration of such time, not less than three months from the pronouncing thereof, as the court shall, by general or special order, from time to time direct; and, during that period, any person shall be at liberty, in such manner as the court shall, by general or special order in that behalf from time to time direct, to shew cause why the said decree should not be made absolute by reason of the same having been obtained by collusion, or by reason of material facts not brought before the court; and, on cause being so shewn, the court shall deal with the case by making the decree absolute, or by reversing the decree *nisi*, or by requiring further inquiry, or otherwise, as justice may require," and power is given to the Queen's Proctor to intervene. The period of three months was enlarged to six months by section 3 of the Act 29 & 30 Vict. c. 32. In the present case a wife brought a suit for the restitution of conjugal rights. There was one child of the marriage. The husband, by his defence, alleged that the marriage was invalid, by reason of its not having been duly celebrated. This defence was established, and a decree *nisi* for a divorce was made. No cause was shown against the decree, and, on the expiration of six months, the husband applied to have the decree made absolute. The wife opposed the application, on the ground that some provision ought to be made for the child, and that the terms of the provision should be inserted in the decree. Butt, J. (34 W. R. 276), postponed making the decree absolute until it should have been ascertained what provision it would be proper to make for the child, in order that the terms of the provision might be inserted in the decree absolute. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. On behalf of the husband it was urged that, if there was no intervention to shew cause against the decree, the husband was entitled as a matter of right to have it made absolute at the end of the six months, and that there was no reason for postponing the making it absolute, because provision for the child could just as effectually be made after the decree absolute. It was also suggested that there was no power under section 35 of the Act of 1857 to make provision for a child of an invalid marriage. COTTON, L.J., said that section 7 of the Act of 1859 did not give to the party a right after the expiration of the three months to have the decree *nisi* made absolute; it only prohibited the court from making it absolute before the expiration of three months. His lordship thought the judge had a discretion to pospone making the absolute decree until he was in a position to determine what provision ought to be made for children; and his lordship thought that section 35 applied to a child of a marriage which was declared void. The section did not say "the children of the marriage," but "the children, the marriage of whose parents is the subject of such suit," and it applied to a suit for obtainining a decree of nullity of marriage. Butt, J., had, therefore, acted within his jurisdiction, and he had exercised his discretion properly. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Inderwick*, Q.C., and *Middleton*; *Bayford*, Q.C., and *Rose-Innes*. SOLICITORS, *Bircham & Co.; Lumley & Lumley*.

DE MORA *v.* CONCHA—C. A. No. 2, 10th March.

EVIDENCE—AFFIDAVIT—CROSS-EXAMINATION — WITNESS RESIDENT ABROAD —R S. C., 1883, ORD. 37, RR. 1, 21, 22; ORD. 38, RR. 21, 28, 29.

The question in this case was whether an affidavit made in the action by a person resident out of the jurisdiction, which had been used at the trial, should be allowed to be used upon an inquiry in chambers, without giving an opportunity to the opposite party to cross-examine the witness, who had not been yet cross-examined with regard to the matters in issue on the inquiry. The opposite party had given a general notice that he intended to cross-examine all the witnesses whose affidavits it was proposed to use on the inquiry, without saying where or before whom they were to attend for cross-examination. Bacon, V.C., ordered that the affidavit of one of the witnesses (whose case was taken as a test case) should not be read, until he was produced for cross-examination on his affidavit. Rule 1 of order 37 provides that, in the absence of agreement the witnesses at the trial of any action shall be examined *viva voce*, "but the court or a judge may at any time, for sufficient reasons, order that the affidavit of any witness may be read at the hearing or trial on such conditions as the court or judge may think reasonable, . . . provided that, when it appears to the court or judge that the other party *bonâ fide* desires the production of a witness for cross-examination, and that such witness can be produced, an order shall not be made authorising the evidence of such witness to be given by affidavit." Rule 21 provides that "Evidence taken subsequently to the hearing or trial of any cause or matter shall be taken as nearly as may be in the same manner as evidence taken at, or with a view to, a trial." And by rule 22, "The practice with reference to the examination, cross-examination, and re-examination of witnesses at a trial shall extend and be applicable to evidence taken in any cause or matter at any stage." Rule 21 of order 38 provides that "All affidavits which have been previously made and read in court upon any proceeding in a cause or matter may be used before the judge in chambers." By rule 28, "when the evidence is taken by affidavit, any party desiring to cross-examine a deponent who has made an affidavit filed on behalf of the opposite party may serve upon the party by whom such affidavit has been filed a notice in writing, requiring the production of the deponent for cross-examination at the trial . . . and, unless such deponent is produced accordingly, his affidavit shall not be used as evidence, unless by special leave of the court or a judge." By rule 29, "the party to whom such notice as is mentioned in the last preceding rule is given shall be entitled to compel the attendance of the deponent for cross-examination in the same way as he might compel the attendance of a witness to be examined." COTTON, L.J., said that, without expressing any opinion on the construction of rules 28 and 29 of order 38, it was admitted that they did not in terms apply to the present case. Still, he thought that the court had jurisdiction to require the production of the witness for cross-examination; but the court must be satisfied that it was necessary for the purposes of justice. He thought, however, that the Vice-Chancellor's order was wrong, for, as the case did not come within rule 28, the respondent had no absolute right to object to the affidavit. If an honest case for cross-examination was made out, it might be that an order should be made to take the cross-examination abroad. The order must be discharged, without prejudice to any application to be made by the respondent (within a fortnight) for the cross-examination of the witness before some one appointed by the court; but this would not preclude the appellant from taking any objection to the application. BOWEN, L.J., thought that the Vice-Chancellor's order could not be justified under rule 28, for that rule applied when notice was served for the cross-examination of a witness at the trial. But it was said that the same practice should be applied by analogy, under rule 21 of order 37, to evidence on an inquiry after the trial, or, at any rate, by the necessity of justice. His lordship thought that rule 21 of order 31 would supply the proper analogy. But the respondents had not given a proper notice. They had given a notice (so to say) in blank, not asking to cross-examine any person in particular, or at any specified place. It was a mere "blocking" notice. His lordship did not wish to express any opinion whether rule 28 applied when a witness was out of the jurisdiction, nor whether rule 21 of order 38 applied. But the court had a more general power under rule 1 of order 37 to make an order for the reading of an affidavit on such terms as the court should think reasonable, and to impose such conditions as would prevent injustice. That rule applied to the trial; but, by rule 21, it was made to apply in other cases. But cross-examination ought not to be allowed except for the purpose of doing justice; it was not intended for the mere purpose of delay. The great delay and expense which there had been in this case already threw on the respondents the *onus* of shewing that they wanted to cross-examine for the purposes of justice. FRY, L.J., said that the general notice of their desire to cross-examine all the witnesses which the respondents had given was a nullity, except as shewing their *animus*. His lordship had no doubt that an affidavit which had been read in court in an action could afterwards be read in chambers, but he had no doubt that the court had power to direct the cross-examination of a witness who had made an affidavit, if the circumstances of the case required it.—COUNSEL, *Fischer*, Q.C., and *Stewart Smith; Seward Brice*. SOLICITORS, *Worthington, Evans, & Blaxland; Ward, Mills, & Co.*

Re THE BRITON MEDICAL AND GENERAL LIFE ASSOCIATION —C. A. No. 2, 10th March.

APPEAL—SECURITY FOR COSTS—NEW POINT OF LAW—R. S. C., 1883, ORD. 58, R. 15.

The question in this case was whether the appellant should be required, on the ground of his inability to pay costs, to give security for the costs of his appeal. The appeal was from an order made by Kay, J. (*ante*, p. 288), restraining the appellant from proceeding with some summonses which he had taken out at the Bow-street Police Court against the Association, for the recovery of penalties under the Companies Act, 1862, and the Life Assurance Companies Act, 1870. The ground of

the application was that a petition had been presented for the winding up of the Association, and an order made for the appointment of a provisional liquidator. The question on the appeal was, whether the court had jurisdiction, under section 85 of the Companies Act, 1862, which enables the court, after the presentation of a winding-up petition, to restrain "further proceedings in any action, suit, or proceeding against the company," to restrain the prosecution of a proceeding which was in the nature of a criminal proceeding. KAY, J., held that there was jurisdiction. On behalf of the appellant it was urged that the question of jurisdiction to grant an injunction in such a case had never yet been raised in the Court of Appeal, and that for that reason security for costs ought not to be required. Reliance was placed on *Rourke* v. *The White Moss Colliery Co.* (L. R. 1 C. P. D. 556). The court (COTTON, BOWEN, and FRY, L.JJ.) held that the appellant must give security to the amount of £20. BOWEN, L.J., said that the case cited had been explained by this court in *Farrer* v. *Lacy, Hartland, & Co.* (L. R. 28 Ch. D. 482, 29 SOLICITORS' JOURNAL, 183). He then gave this explanation, which he still thought was the true one:—"Suppose the plaintiff in that case had been right on the point of law, his insolvency would have arisen from the wrongful act complained of in the action. To have required security for costs on the ground of an insolvency which (if the plaintiff was right) the defendant had wrongly caused, might have been a denial of justice."—COUNSEL, *Graham Hastings*, Q.C., and *H. Burton Buckley; Lewis Edmunds*. SOLICITORS, *Lewin, Gregory, & Anderson; W. W. Brown*.

Re DARBYSHIRE AND KERSHAW—C. A. No. 2, 6th March.

WILL—CONSTRUCTION—ESTATE TAIL—"LEGITIMATE HEIRS."

The question in this case was whether a devise of land had created an estate tail. A testator, by his will executed in 1825, devised six houses unto his grandson F. and his legitimate heir or heirs, but, should his grandson F. at his death leave no legitimate child, then the six houses should be equally divided among the surviving children of the testator's son W. and the surviving children of the testator's son P., share and share alike. In 1883, F., who claimed to be entitled to an estate in tail general in the houses, executed a disentailing deed, and afterwards contracted to sell them for an estate in fee simple. The purchaser objected that F. took under the will an estate in fee, subject to an executory devise over to the surviving children of the testator's sons W. and P. in the event of F. dying without children, and that a good title to the property could not be made without the concurrence of the persons entitled under the executory devise over, and the testator's heir-at-law. Bristowe, V.C., held that F. took an estate tail, and that he could make a good title to the purchaser without the concurrence of the other persons. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) held that F. took an estate in fee, subject to an executory devise over in the event of his leaving no children living at his death, and that he could not make a good title.—COUNSEL, *Rigby*, Q.C., and *E. Radford; Cozens-Hardy*, Q.C., and *Maberly*. SOLICITORS, *Bower, Cotton*, and *Bower; Cunliffe & Davenport*.

HIGH COURT OF JUSTICE.

MACKAY *v.* MERRITT—Bacon, V.C., February 20, 26; March 5, 6.

BILL OF SALE—PAYABLE ON DEMAND—BILLS OF SALE ACT, 1882, s. 9—BANKRUPTCY—EXECUTION—SEIZURE AND SALE—RECEIVER—BANKRUPTCY ACT, 1883, ss. 45, 46.

In this case two questions were raised—first, whether a bill of sale by which it was provided that a loan should be repayable "on demand" was valid, and, secondly, whether an execution creditor on whose behalf the sheriff had entered twenty-three days before the date of the act of bankruptcy, but had been prevented from completing his execution by "seizure and sale" within section 45 of the Bankruptcy Act, 1883, at the instance of the receiver in the action who obtained an order from the vacation judge, directing the sheriff to withdraw, was entitled to the goods (which were also comprised in the bill of sale). BACON, V.C., said that but for the decision in *Hetherington* v. *Groome* (33 W. R. 103, L. R. 13 Q. B. D. 789), he should have held that the bill of sale was valid, but he was bound by that case, and must decide against the bill of sale holder. On the second question the Bankruptcy Act upset everything not completed by seizure and sale. The goods taken by the sheriff now belonged to the trustee, but the creditor must have a charge on them for the costs of the execution.—COUNSEL, *Bramwell Davis; E. Beaumont; Northmore Lawrence*. SOLICITORS, *H. C. Barker; Munns & Longden*.

Re THE EARL OF AYLESFORD'S SETTLEMENT—Bacon, V.C., 20th February.

SETTLEMENT—PROCEEDING TAKEN FOR PROTECTION OF SETTLED LAND—TITLE OF HONOUR—INCORPOREAL HEREDITAMENT—SUCCESSION TO TITLE—SETTLED LAND ACT, 1882, s. 2, SUB-SECTION. 10; s. 36.

In this case the question was whether the court could, under section 36 of the Settled Land Act, 1882, order payment out of the estate of expenses incurred in proving the title to the earldom before the House of Lords. On a former summons the Vice-Chancellor had directed the trustees to keep up the property until the question of the succession was settled; and as soon as the decision of the House of Lords was known his lordship ordered the trustees to give up possession to the present earl. BACON, V.C., said that, under the circumstances, and fortified as he was by the decision of Chitty, J., in *Re Sir J. Rivett Carnac's Will* (33 W. R. 837, L. R. 30 Ch. D. 136), he had no difficulty in holding that these proceedings were taken for the protection of settled land, and that the costs should come out of the estate.—COUNSEL, *Millar*, Q.C., and *W. C. Druce; F. W. Maclean; Dauney*. SOLICITORS, *Bennett, Dawson, & Bennett; F. Lovell Keays*.

HOARE *v.* STEPHENS—Bacon, V.C., 5th March.

MORTGAGE—FORECLOSURE—DEFAULT IN PAYMENT ON DAY FIXED FOR REDEMPTION—RECEIVER—RENTS RECEIVED SINCE CERTIFICATE—FORECLOSURE ABSOLUTE.

In this case the question was whether foreclosure absolute should be ordered, or whether a fresh account ought to be taken. The mortgagor had failed to appear at the time and place fixed for redemption, and a large sum was due on the mortgage. A receiver had been appointed, and he had received rents between the date of the chief clerk's certificate and the day fixed for redemption. This application was made in consequence of the decision of Pearson, J., in *Jenner-Fust* v. *Needham* (*ante*, p. 271), that, in similar circumstances, a fresh account must be ordered and another day fixed for redemption. The mortgagor had been served with notice of the motion, but did not appear. BACON, V.C., made an order for foreclosure absolute.—COUNSEL, *Marten*, Q.C., and *Morshead*. SOLICITORS, *Tylee, Wickham, Moberley, & Tylee*.

Re WELLCOME'S AND BURROUGHES & WELLCOME'S TRADE-MARKS—Chitty, J., 5th March.

TRADE-MARK—RECTIFICATION OF REGISTER—REGISTRATION OF ASSIGNMENT—PATENTS, &C., ACT, 1883, ss. 70, 78, 90.

This was an application by a firm of manufacturing chemists carrying on business at New York for the registration of an assignment of certain trade-marks under section 70 of the Patents, &c., Act, 1883, as being an assignment of trade-marks made "in connection with the goodwill of the business concerned." It appeared that the applicants had instructed their agents in England to cause the marks to be registered as marks for certain goods of the applicants' manufacture, the agency for the sale of which in England was exclusively enjoyed by those agents. The marks were registered by the agents in their own names and not in those of the applicants, but the agents had disclaimed any ownership or any intention of asserting ownership by registration, and had executed a deed assigning the marks to the applicants. The question was whether the registration of the assignment could proceed under section 70, notwithstanding that the registered owners who purported to assign had never had any goodwill of the business in respect of which the marks were registered, or whether, following the principle of *Ex parte Lawrence Brothers, Re Marler's Trade-mark* (29 W. R. 392), (adopted by the Court of Appeal in *Re Riviere & Co.*, on the 18th of May, 1885), the proper mode of procedure was by rectification of the register under section 90 by striking off the wrongly registered names, to be followed by an entirely new registration of the applicants' names. The applicants relied on *Re Farina's Trade-marks* (29 W. R. 391). CHITTY, J., said that the case was distinguishable from *Re Marler's Trade-mark* and a similar class of cases, because, in the case before him, the wrongly registered persons had never had any intention of appropriating the mark or using it as their own. To hold that an assignment registrable under section 70 must be contemporaneous with the assignment of the goodwill would be too narrow a construction. As the marks had been registered for the sole benefit of the applicants, in whom the goodwill also was solely vested, he was of opinion that it was unnecessary to put the applicants to a second registration, for it was not a case in which the preliminaries to registration were required for the protection of the public or third persons. He was of opinion that the case was within *Re Farina's Trade-marks*, and he also held, apart from that authority, that the assignment could be registered under section 70.—COUNSEL, *Romer*, Q.C., and *Northmore Lawrence; Stirling*. SOLICITORS, *Hollams, Son, & Coward; The Solicitor to the Board of Trade*.

SALT *v.* EDGAR—Chitty, J., 26th February and 5th March.

MORTGAGE — FORECLOSURE — DELIVERY OF POSSESSION — MORTGAGOR IN POSSESSION—R. S. C., 1883, and December, 1885, ORD. 18, R. 2.

This was an action for foreclosure brought in January, 1885, by a legal mortgagee of leasehold property. The plaintiff having obtained the usual order *nisi* now moved for an order absolute, and also asked for delivery of possession under R. S. C., December, 1885, ord. 18, r. 2. The mortgagor was himself in possession and occupation, but neither the writ nor the statement of claim had asked for possession. Chitty, J., when the motion was first heard, said that, as the defendant did not appear, and the practice was a new one, and one which in effect enabled an action for ejectment to be incorporated in an ordinary foreclosure action, it was preferable that the motion should stand over for the defendant to be personally served, with a view of giving him full opportunity of urging any objection. The defendant having been personally served, but not appearing, CHITTY, J., said that, having regard to the alteration effected in the practice by the new rules of 1885, he held that, in cases like that before him, where possession was asked, not against a third party, but against

the actual mortgagor, the court had jurisdiction to make an order.—Counsel, *W. F. Hamilton.* Solicitors, *Speechly, Mumford, & Landon.*

ESDAILE *v.* ESDAILE—Chitty, J., 8th March.

Settled Land Act, 1882, s. 21, sub-section 2—Incumbrance affecting the Inheritance—Annuity Charged on Tithes—Incorporeal Hereditament.

This was an application by the tenant for life under the will of the late Mr. E. J. Esdaile, relating to the investment of certain moneys (amounting to about £30,000) shortly to be paid to the trustees of the will by the Metropolitan and Metropolitan District Railway Companies in respect of a portion of the tithes issuing out of the Rectory of St. Botolph Without, Aldgate, and commonly known as the "City Tithes." The title to and nature of the property appear in *Esdaile* v. *Payne* (*ante*, p. 286). The object of the application was to obtain the sanction of the court to the investment by the trustees of these moneys, or a sufficient part thereof, in the purchase of an annuity or rent-charge of £640 per annum, granted by a deed of 1804 to certain persons, their executors, administrators, and assigns, for a term of 1,000 years, and issuing and payable out of the tithes. It was contended on behalf of the applicant that the City Tithes were incorporeal hereditaments, and, therefore, "land" within the meaning of the Settled Land Act; and that the moneys derived from the sale thereof were "capital moneys" within the 33rd section of the Act, and could be applied for any of the purposes mentioned in the 21st section, including (sub-section ii.) "discharge, purchase, or redemption of incumbrances affecting the inheritance of the settled land," and that this annuity, although only for 1,000 years, was in effect a charge on the inheritance, and clearly "affected" it; and even if this annuity could not strictly be "discharged" or "redeemed," still it could be "purchased," and when purchased by the trustees, the annuity as well as the tithes would be held by them upon the trusts of the will, and that, consequently, there would be a merger of the annuity. It was submitted by the trustees of the will that, although it could not be admitted by them that an annuity for 1,000 years charged on the tithes "affected" the inheritance of the settled land, yet that, even if that were so, still the annuity was not such a charge as could be "discharged" or "redeemed," but could only be "purchased" by the trustees, and held by them upon the trusts of the will, which trusts might in certain events not be identical with the trusts upon which the tithes were held, and that consequently there would be no merger, and there might be a difficulty in making a good title to the tithes free from this annuity. Subject to these objections, they supported the application, and considered the proposed arrangement most beneficial to all parties if it could be properly carried out. Chitty, J., after stating that these tithes arose under an Act of Henry VIII. and by virtue of a grant of James I, said that these tithes had ever since been held under the grant, and were unquestionably incorporeal hereditaments, and, therefore, "settled land" within the meaning of the Settled Land Act; and although he considered that the £640 per annum was not a "rent" in point of law, as it did not issue out of a "corporeal" hereditament, and was only personal estate, held that the annuity was an incumbrance on the tithes, seeing that its payment could be enforced in equity, if necessary, by means of a receiver. Although the annuity was only charged for 1,000 years, still it "affected the inheritance," and he he'd that it could be dealt with under the 21st section of the Act. But it could not be "redeemed"; it could only be "purchased." He accordingly granted the application, adding that the purchase of the annuity would be authorized with a view to its discharge. Counsel, *Macnaghten*, Q.C., and *Maclean; H. B. Howard.* Solicitors, *Winter & Co.*

FARRINGTON *v.* FARRINGTON AND SCHOOLES—P. D. & A. Div., 6th March.

Divorce—Variation of Settlements—Registrar's Report—Motion to Confirm—Time—Divorce Rules, 1866, rr. 102, 121.

This was a motion by the petitioner to confirm the report of one of the registrars of this division, ordering a variation of a marriage settlement after a decree dissolving the marriage on the ground of the respondent's adultery. The counsel for the respondent took the preliminary objection that the application was made too late, because it had not been made within fourteen days after notice of the filing in the registry by the petitioner of the registrar's report. By rule 102 of the Divorce Rules, 1866, "either of the parties, within fourteen days after such notice shall have been given, if the judge ordinary be then sitting to hear motions, . . . may be heard by the judge ordinary on motion in objection to the registrar's report, or may apply on motion for a decree or order to confirm the same, and to carry out the prayer of the petition," and it was contended that this rule extended to all applications arising out of the registrar's report, and that, therefore, a motion to confirm such report could not be made after the expiration of fourteen days. On behalf of the petitioner reliance was placed on rule 121, which gives the judge power to extend the time fixed by the rules "for the performance of any act," and it was also argued the the provision in rule 102 as to the limit of fourteen days applied only to cases where it was sought to set aside or vary the registrar's report, and that the concluding part of the rule "or may apply," &c., contemplated an alternative course to which the preceding words of limitation were inapplicable. Butt, J., said that the petitioner's argument appeared to remove the difficulty created by the words of the rule. He therefore heard the application, and afterwards confirmed the registrar's report.—Counsel, *Middleton; Bayford*, Q.C., and *Searle.* Solicitors, *Lewis & Lewis; W. W. Comins.*

CASES AFFECTING SOLICITORS.

High Court of Justice—Queen's Bench Division.

Before Grove and Stephen, JJ.

Mar. 9.—Re *B.*

Sir Henry James, Q.C. (with him *B. B. Houghton*) applied for the restoration to the roll of solicitors of Mr. B. He stated that in 1879 this gentleman was convicted of obtaining a sum of £6 14s. by false pretences, and was sentenced to nine months' imprisonment, with hard labour, and his name was thereupon struck off the roll. In February, 1883, an application was made to restore his name, and facts were then produced in support of the innocence of the applicant, but the judges (Grove and Mathew, JJ.) declined to enter upon the question. Since his imprisonment the applicant had been employed as a managing clerk to a solicitor at Brighton, from whom he produced testimonials, and he also presented to the court a certificate of the good conduct of the applicant signed by the members of Parliament for Brighton and by seven aldermen and twenty-one town councillors of that borough, and by a large number of professional and commercial men residing there.

R. T. Reid, Q.C. (with him *Hanson*), on behalf of the Incorporated Law Society, opposed the application. He described the nature of the offence of which the appellant had been convicted, and urged that the high standard of honour of the profession could not be kept up if men who had been convicted of such offences were allowed to enter it.

Stephen, J., referred to the case of Mr. U., who had been restored to the rolls after a conviction. His lordship stated that in that case the solicitor had become a bankrupt, and had paid counsel's fees with money which was properly due to his creditors.

Reid pointed out that in that case Mr U. was not restored to the roll until fourteen years had elapsed from his conviction.

Sir Henry James, Q.C., replied.

Grove, J., in refusing the application, said that he was by no means sure that there were not cases in which, even after a criminal conviction, a person might not be restored to his profession. He had never said, and would not say, that it was not possible for a person who had been found guilty of a criminal offence to shew to the court that he was really innocent, but it would be necessary for him to bring forward strong proof of his innocence. The court would not shut its ears to such proof. If, for instance, the Incorporated Law Society had been convinced of the applicant's innocence and supported his application, that would be very strong grounds for acceding to the application. The learned judge continued:—"I am much impressed by the fact that the Incorporated Law Society oppose this application. I am not bound by their opinion, but on a question of the character of the profession on which they have means of knowledge which I cannot have, I attach the greatest value to their opinion. If they had taken a different view of this case I should in all probability have been guided by their opinion. There is no profession in the country which so much depends on the high character and integrity of its members as the profession of solicitor. Anything, therefore, which derogates from that character is a grave public injury, and, therefore, I think, as a general rule, it should be held and understood that when a man has been struck off the rolls for so serious an offence the decision is final."

Stephen, J., in concurring, said that he thought that a general rule to the effect that no one who had been convicted of a criminal offence should be capable of being on the rolls would be inadvisable, but where, as in the present case, a solicitor had been struck off the rolls for professional misconduct and moral guilt, he did not think that the applicant should be replaced. The case of Mr. U. was not one involving professional misconduct, and there the restoration did not take place till after fourteen years. The profession of a solicitor was one in which honour, honesty, and integrity, were as indispensable as courage to a soldier. He was himself most jealous for the honour of both branches of the profession, and he could not see at present that it was possible to come to any other conclusion than to refuse the application.

Solicitor for the applicant, *Clennell.*

ELECTION CASES.

High Court of Justice—Queen's Bench Division.

(Before Grove and Stephen, JJ.)

March 8.—*The Election for the South-Western Division of Essex.*

This application raised the question whether an agent at an election, not retained for reward, but, after the election, receiving a reward, and having voted at the election can be deemed to have committed an "illegal practice" within section 9 of the Corrupt Practices Act, 1883. The applicant, Mr. Machin, in his affidavit, stated that he was engaged as a sub-election agent for the Church-end polling district of the parish of Woodford at the last election; that he was, previously to his entering on his duties as such sub-agent, informed by the election agent that he could not be paid for his services on account of the limited expenditure allowed by the Act for the division; that he did not, within six months or at any time before or during such election, make any contract with the candidate for whom he voted as his election agent for any payment or reward of his services as such sub-agent; and that he did not at any time before or during the election receive any promise or reward for payment of such services. That he voluntarily undertook to perform the duties of a sub-agent without any payment or reward or promise of any payment or

reward, and that when he voted he was under the impression and belief that he would receive no payment, and that neither before, during, or after the election did he ask for any payment for his services, and that after the election was over the election agent, finding that he had a surplus, paid him a sum of £26 as a honorarium and £5 5s. for the use of his offices as a committee-room during the election, and that he did not tell him that he had voted, and that he had acted from inadvertence.

E. Clarke, Q.C. (with him *Rickards*), moved on behalf of Mr. Machin for an order under section 23 of the Corrupt Practices Act relieving him from the consequences of his act in voting at the election. He urged that the applicant was not employed for reward, and that the act was inadvertently committed.

R. S. Wright, with *Mark Napier*, appeared for the returning officer.

GROVE, J., said if the court were to excuse such a case as this they would be opening a very wide door indeed to evasion of the Act. There may have been no express stipulation for payment, but there may have been an expectation of it, and as the party knowingly ran the risk he must take the consequences. It was important that people should understand this. The object of the enactment was to provide for cases of ignorance or inadvertence.

STEPHEN, J., concurred, observing that the court was intrusted with a very exceptional power in excusing persons who had acted from ignorance or inadvertence, and they must be careful not unduly to extend their power. In this case the party, if he meant to take money, ought not to have voted, and when he had voted he ought not to have taken the money. If he had not committed the offence he did not require the protection of the court, and if he had committed it he ought not to have protection. Whether or not he had committed the offence might raise a very curious question, but it ought not to be nipped in the bud by an order for protection.

Application refused.—*Times*.

THE DIRECTOR OF PUBLIC PROSECUTIONS.

THE following is a copy of draft of regulations under the Prosecution of Offences Acts, 1879 and 1884 (42 & 43 Vict. c. 22, s. 8; 47 & 48 Vict. c. 58), proposed to be submitted for the approval of the Lord Chancellor and the Secretary of State:—

Regulations respecting the Director of Public Prosecutions. (1.) The cases in which it shall be the duty of the Director of Public Prosecutions to institute, undertake, or carry on a criminal proceeding in respect of an offence are the following:

(*a*.) Where the offence is punishable with death;

(*b*.) Where the offence is of a class the prosecution of which has hitherto been undertaken by the Solicitor of the Treasury;

(*c*.) Where an order in that behalf is given to the Director by the Secretary of State or the Attorney-General; and

(*d*.) Where it appears to the Director that the offence or the circumstances of its commission is or are of such a character that a prosecution in respect therof is required in the public interest, and that owing to the importance or difficulty of the case or to other circumstances the action of the Director of Public Prosecutions is necessary to secure the due prosecution of the offender.

(2.) The proceedings to be instituted, undertaken, or carried on in any of the above cases shall be such as the Director of Public Prosecutions considers to be necessary to secure the due prosecution of the offender.

(3.) It shall be the duty of the Director of Public Prosecutions, either on application or on his own initiative, to give in any case which appears to him to be of importance or difficulty advice to clerks of justices of the peace, and to chief officers of police, and to such other persons as he may think right, and such advice may, at the discretion of the Director, be given verbally or in writing.

(4.) Where it is brought to the notice of the Director of Public Prosecutions that a case has been reserved for the opinion of the High Court of Justice under the Act of the session of the eleventh and twelfth years of the reign of her present Majesty, chapter seventy-eight, intituled, "An Act for the further amendment of the Administration of the Criminal Law," and that counsel has not been instructed for the prosecution, he shall, if he thinks the case of sufficient importance, or is so directed by the Attorney-General, instruct counsel to appear for the prosecution.

(5.) The Director of Public Prosecutions may assist prosecutors by authorizing them to incur special costs for the purpose of—

(*a*.) The preparation of scientific evidence;

(*b*.) The remuneration of scientific witnesses;

(*c*.) The payment of extra fees to counsel;

(*d*.) The preparation of plans or models.

And for any special purpose which the Attorney-General may sanction.

The Director of Public Prosecutions may also sanction the payment of any special costs incurred for any of the said purposes in any criminal proceeding, if he is satisfied that the incurring of costs for that purpose was requisite for the proper conduct of the proceeding, and that some emergency or other good reason rendered it necessary to incur such costs without his previous authority.

(6.) It shall be the duty of the Director of Public Prosecutions to cause the chief officer of every police district within the meaning of the Prosecution of Offences Act, 1884, to send to such Director the information which such chief officer is for the time being required by the regulations under the Prosecution of Offences Acts, 1879 and 1884, to give.

(7.) Where the Director of Public Prosecutions institutes, or undertakes, or carries on any criminal proceeding, it shall be his duty to give the notice required under section 5 of the Prosecution of Offences Act, 1879, for obtaining the documents and things which justices of the peace or coroners are required by that section to transmit to the Director; and the Director of Public Prosecutions shall cause every such document and thing to be delivered or sent by post in a registered letter to the proper officer of the court in which the trial is to be had a reasonable time before such trial.

(8.) Where it is brought to the knowledge of the Director of Public Prosecutions that a prosecution for an offence instituted before any justice or police court is withdrawn, or is not proceeded with within a reasonable time, it shall be his duty, if he thinks that it is or may be necessary for him to institute, undertake, or carry on such prosecution, to obtain from the clerk to such justice or police court the documents and things which such clerk is, by the Prosecution of Offences Acts, 1879 and 1884, or may from time to time under any regulations in force thereunder be required to transmit.

(9.) The Director of Public Prosecutions may employ any solicitor to act as his agent in the conduct of a prosecution, and, after examination of the costs and charges of such agent, shall certify the amount which he finds to be reasonable and proper to be paid.

(10.) The action of the Director of Public Prosecutions shall in all matters, including the selection and instruction of counsel, be subject to the directions of the Attorney-General.

January 25, 1886. RICHARD E. WEBSTER.

SOCIETIES.

SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

At the eleventh annual general meeting of the society, held on the 25th ult., Mr. F. P. Smith (president) in the chair, the notice convening the meeting and the report, as printed, having been taken as read, it was resolved:—

1. That the report presented by the committee be received, confirmed, and adopted.

2. That the accounts of Mr. Broomhead (the treasurer) for the past year be approved and passed, and that the thanks of the society be given to him for his services.

3. That the cordial thanks of the society be given to Mr. Francis Patrick Smith (the president) for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

4. That the cordial thanks of the society be given to Mr. Herbert Bramley for the able manner in which he has discharged his office of honorary secretary from the commencement of the society.

The chairman then, in the name of the society, presented to Mr. Albert Howe, who was placed in the first division for honours in the January examination in the year 1885, the prize of the society for that year, of the value of ten guineas. Mr. Albert Howe suitably responded.

5. That Mr. John William Pye-Smith (the Mayor) be elected the president; Mr. Dossey Wightman be re-elected the vice-president; Mr. Bromhead be re-elected the treasurer; and Mr. Bramley be re-elected the secretary of the society.

6. That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution as the committe for the ensuing year—viz., Messrs. Joseph Binney, R. M. Brown, B. Burdekin, W. B. Esam, H. Horsfield (Barnsley), A. E. Maxfield, W. E. Shirley (Doncaster), G. J. Simpson, F. P. Smith, Wm. Smith, P. Sorby, A. Taylor, Wm. Wake, A. Wightman, and G. B. Willis (Rotherham).

7. That Messrs. T. W. Hall and J. B. Wheat, M.A., be appointed the auditors of the society for the ensuing year, and that the best thanks of the society be given to Messrs. Denton and J. C. Clegg for their kindness in auditing the accounts for the last year.

8. That the thanks of the society be given to C. B. S. Wortley, Esq., M.P., for his attention to the matters laid before him by the committee, and for prints of the public Bills brought into the House of Commons during the last session, which he has forwarded to the committee.

9. That it is desirable that the number of members of the Incorporated Law Society of the United Kingdom should be increased, and that each of the members of this society should be asked to join. The president and secretary to make, as far as possible, a personal call.

10. That the thanks of the meeting be given to the chairman for presiding.

LAW STUDENTS' JOURNAL.

PRESTON LAW DEBATING SOCIETY.

This society held its seventh general meeting for the current session on the 5th inst. The chair was taken by Mr. W. Threlfall Smith, solicitor. A debate took place on the motion, "That the System of the Unpaid Magistracy should be Abolished." Messrs. W. Bramwell and J. J. Rawsthorn advocated the abolition of the system, whilst Messrs. F. Beaver, J. Bell, W. Breakell, and A. Bush upheld the system on the grounds of its utility, its economy, and its securing the services of gentlemen of education, experience, station, and high integrity. The chairman, having

summed up, put the motion to the meeting, when it was lost by a majority of eleven votes. Mr. Beaver then proposed, and Mr. Bramwell seconded, a vote of thanks to Mr. Smith for presiding' which was carried *nem. dis.*

THE LIVERPOOL LAW STUDENTS' ASSOCIATION.

The fourth meeting of the session was held on the 8th inst.; Mr. J. C. Bromfield, solicitor, in the chair. Mr. H. Todd opened the affirmative side of the following question:—A. travelled by a certain railway without having paid his fare or taken a ticket, but without intention to defraud the company or evade payment of the fare, and his luggage, which was placed in the luggage-van of the train, was lost. Can he recover compensation for the value of the luggage from the railway company? Mr. F. X. Lynch argued in favour of the negative, and the following gentlemen took part in the debate:—Messrs. Morrison, Pierce, Chevalier, Robinson, A. P. Thomas, Richmond, Inglis, Berey, Hime, Brotherton, and Broadbridge. On a division, the numbers being equal, the chairman, by his casting vote, decided the question in the negative. There were thirty-three members present.

OBITUARY.

MR. JOHN WILLIAM VERNON BLACKBURN.

Mr. John William Vernon Blackburn, barrister, died on the 17th ult. Mr. Blackburn was the eldest son of Mr. John Blackburn, solicitor, of Leeds, and was born in 1831. He was educated at the Leeds Grammar School, and at King's College, London, and he was called to the bar at Lincoln's-inn in Trinity Term, 1857, having in the previous May obtained a certificate of honour of the first class. He joined the Northern Circuit and the West Riding of Yorkshire, York, and Leeds Sessions. On the alteration of the circuits in 1864, he became a member of the Midland Circuit, and at the last re-arrangement of the assizes he attached himself to the North-Eastern Circuit. For several years he practised locally at York, and he had an extensive criminal and county court business in the West Riding. Mr. Blackburn was married in 1863 to the eldest daughter of Mr. Frederick Sang, of Hampstead.

MR. JOHN BLACK.

Mr. John Black, solicitor, of Nottingham and Long Eaton, was killed on the 22nd ult., through the accidental discharge of his gun while rabbit shooting at Normanton on the Wolds. Mr. Black was admitted a solicitor in 1873, and had since practised at Nottingham. He had a good business, and he was clerk to the Long Eaton Local Board and to the Long Eaton School Board. Mr. Black was an active member of the local Liberal party. He was formerly president of the Nottingham Cobden Club. He had also filled the post of master of the Nottingham Imperial Order of Oddfellows.

MR. JOHN COPNER WYNNE EDWARDS.

Mr. John Copner Wynne Edwards, solicitor (of the firm of Wynne Edwards & Lewis), died at Denbigh on the 17th ult. Mr. Edwards was the second son of the Rev. Thomas Wynne Edwards, vicar of Rhuddlan, and was born in 1820. He was admitted a solicitor in 1857, and he had ever since practised at Denbigh, being in partnership with Mr. John Pryse Lewis. He had a large private business, and he was a perpetual commissioner for Denbighshire. He had been for several years clerk to the deputy-lieutenancy for the Denbigh Division of the county. Mr. Edwards was for a long time connected with the corporation, and he was mayor of Denbigh in 1860. He was also a magistrate for the borough. The Denbigh Town Council have passed a vote of condolence with Mr. Edwards's widow and family.

MR. EDWARD FIELD.

Mr. Edward Field, solicitor (the head of the firm of Field, Son, & Pulley), of Norwich, died on the 14th ult., in his seventy-fifth year. Mr. Field was born in 1811. He was admitted a solicitor in 1836, and for nearly fifty years he had carried on an extensive practice at Norwich. He was at the time of his death associated in partnership with his son, Mr. Edward Athow Field, who was admitted a solicitor in 1870, and with Mr. Pulley. Mr. Field was buried on the 19th ult., many solicitors and others of the leading inhabitants of Norwich being present at the funeral.

MR. BARKER JAMES ABBOTT.

Mr. Barker James Abbott, solicitor, of 11, Worship-street, died at his residence, Richmond House, Parkholme-road, Dalston, from bronchitis, on the 22nd ult. Mr. Abbott was born in 1821. He was admitted a solicitor in 1856, and he had practised for nearly thirty years in the north-east of London. He had a considerable criminal business, and he regularly attended the Worship-street Police Court. On the announcement of Mr. Abbott's death at Worship-street, on the 22nd ult., Mr. Hannay said that the startling and sad event had affected him very much, as, no doubt, it would affect all who had been brought in contact with the deceased gentleman, who had practised at the court during the fifteen years since he himself first sat there, and had during that time performed his duties ably, honourably, and conscientiously. His loss would be greatly felt by Mr. Bushby and himself, for they had both received valuable assistance from Mr. Abbott, who was not only extremely zealous in his clients' behalf, but also careful not to cause any waste of the time of the court.

DR. JOHN ELLIOTT PASLEY ROBERTSON.

Dr. John Elliott Pasley Robertson, advocate, chancellor of the diocese of Rochester, died at his residence, 6, South-row, Blackheath, on the 27th ult., in his eighty-second year. Dr. Robertson was born in 1804. He was educated at Magdalen Hall, Oxford, where he proceeded to the degree of D.C.L. He was admitted a member of the College of Advocates at Doctors'-commons in November, 1836. He had a considerable practice in the old ecclesiastical courts, and he was known as the author of a series of ecclesiastical reports. Dr. Robertson was appointed chancellor of the diocese of Rochester nearly thirty years ago, and he held that office till his death. On the sub-division of that diocese in 1877 he became also chancellor of the diocese of St. Albans, but he resigned the latter office a few months ago.

MR. FRANCIS MANTELL ADAMS.

Mr. Francis Mantell Adams, barrister, died at Milford, Hampshire, on the 1st inst. Mr. Adams was the eldest son of Mr. John Adams, F.R.C.S., and was born in 1842. He was educated at St. Paul's School, and he was formerly scholar of Sidney Sussex College, Cambridge, where he graduated as a senior optime in 1864. He was a pupil in the chambers of the late Mr. Butterworth, and he was called to the bar at the Middle Temple in Easter Term, 1867. He had practised on the South-Eastern Circuit and at the Surrey Sessions. Mr. Adams was the author of a treatise on the Law of Trade-marks. He was married in 1880 to the daughter of Mr. Thomas Bagley, of Old Elvet, Durham.

MR. GEORGE FREDERICK SPEKE.

Mr. George Frederick Speke, barrister, Recorder of Helston, died on the 5th inst. Mr. Speke was the second son of Mr. George Speke, of Burnham, Somersetshire, and first cousin of the celebrated African explorer, Captain Speke, and was born in 1824. He was called to the bar at the Middle Temple in Hilary Term, 1849. He practised on the Western Circuit, and at the Somersetshire, Bath, and Bristol Sessions. He had for many years an extensive criminal and sessions business, and he was for a considerable time a revising barrister. Mr. Speke was a bencher of the Middle Temple, and he had been recorder of the borough of Helston since 1880.

MR. JOHN BROOKS, M.P.

Mr. John Brooks, barrister, M.P., died on the 8th inst., from congestion of the lungs, after a short illness. Mr. Brooks was the only son of the Rev. John Brooks, rector of Walton-le-Dale, Lancashire, and nephew of Sir William Cunliffe Brooks, Bart. He was born in 1857, and he was educated at Harrow and at Merton College, Oxford, where he graduated second class in Modern History in 1877. He was called to the bar at the Inner Temple in June, 1881. At the recent General Election Mr. Brooks became a candidate for the representation of the Altrincham Division of Cheshire in the Conservative interest, when he defeated Mr. Isaac Saunders Leadam by a large majority. He had regularly attended the sittings of the House of Commons, and, about a week ago, when returning late from the House, he caught a cold, which led to his fatal illness. Mr. Brooks was a magistrate for Cheshire and Berkshire. He was unmarried.

SIR WILLIAM ST. JAMES WHEELHOUSE, Q.C.

Sir William St. James Wheelhouse, Q.C., formerly M.P. for Leeds, died a few days ago in his sixty-fifth year. Sir W. Wheelhouse was the eldest son of Mr. James Wheelhouse, of Snaith, Yorkshire, and was born in 1821. He was called to the bar at Gray's-inn in Easter Term, 1844, when he joined the Northern Circuit and the West Riding and Leeds Sessions, but since the last re-arrangement of the assizes he had been a member of the North-Eastern Circuit. He was for many years resident at Leeds, where he had a large local and criminal practice, and he was also extensively engaged in licensing business. In 1877 he received a silk gown from Lord Cairns. At the General Election of 1874 he was elected M.P. for Leeds in the Conservative interest. He was a frequent speaker in the House of Commons, especially on topics connected with the licensing question. He lost his seat at the General Election of 1880, and at the recent election he contested the Western Division of Leeds, but was defeated by Mr. Herbert Gladstone. He was a bencher of Gray's-inn. He was treasurer of that society in 1882, in which capacity he received the honour of knighthood on the opening of the Royal Courts of Justice by the Queen. He was also a member of the Council of Legal Education. Sir W. Wheelhouse was unmarried.

The Attorney-General and Solicitor-General were knighted on Monday, the ceremony having been postponed from the preceding Thursday.

LEGAL APPOINTMENTS.

Mr. Richard Montagu Preston, solicitor, of Chester and Liverpool, has been appointed Registrar of the Chester County Court (Circuit No. 29), and District Registrar under the Judicature Acts, in succession to Mr. Samuel Williamson, deceased. Mr. Preston was admitted a solicitor in 1854.

Mr. Joseph Gibbs, solicitor (of the firm of Gibbs & White), of 57, Gracechurch-street, and of Newport, Monmouthshire, has been appointed a Magistrate for the Borough of Newport. Mr. Gibbs was admitted a solicitor in 1868.

Mr. Benjamin Curber Rawson, solicitor, of Bradford and Halifax, has been appointed Clerk to the West Riding Magistrates at Bradford, in succession to his partner, the late Mr. George Robert Mossman. Mr. Rawson was admitted a solicitor in 1871.

Mr. Robert Albion Pritchard, barrister, D.C.L., has been appointed a registrar of the Central Probate and Divorce Registry of the High Court, in succession to Mr. Edward Francis Jenner, resigned. Mr. Pritchard is the seventh son of Mr. William Pritchard, proctor, of Doctor's-commons, and was born in 1828. He was educated at St. Paul's School and at Lincoln College, Oxford, where he graduated third class in classics in 1850, and he afterwards proceeded to the degree of D.C.L. He was called to the bar at the Inner Temple in Easter Term, 1855, and he has practised in the Probate, Divorce, and Admiralty Division, being also a member of the Northern Circuit. He is joint author of "Pritchard's Divorce Digest" and of "Pritchard's Admiralty Digest," and he has been for several years on the staff of the *Law Reports*.

Mr. John Kirkpatrick, advocate, has been appointed Counsel to the Treasury in Scotch cases.

Mr. William Anthony Musgrave Sheriff, Chief Justice of British Honduras, has been appointed a Puisne Judge of the Supreme Court of the Straits Settlements, in succession to Mr. Justice Ford, who has been appointed Chief Justice of the Straits Settlements. Mr. Justice Sheriff is the son of Mr. James Watson Sheriff, of Antigua. He was called to the bar at the Middle Temple in Michaelmas Term, 1867. He was Attorney-General of Grenada from 1872 till 1880, when he was appointed Attorney-General of the Bahamas. He acted for a few months as Chief Justice of the Bahamas, and he was appointed Chief Justice of British Honduras in 1882.

Mr. Henry Savidge, solicitor, of 36, Gracechurch-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Robert Hallett Holt, barrister, has been appointed Vice-Registrar of the Land Registry Office. Mr. Holt is the sixth son of Mr. Thomas Littleton Holt, and was born in 1827. He was called to the bar at Lincoln's-inn in Trinity Term, 1850, having, in the previous June, obtained a first class certificate of honour, and he formerly practised as an equity draftsman and conveyancer. Mr. Holt has been assistant-registrar of the Land Registry Office since 1862.

Mr. Charles Few, solicitor, of 19, Surrey-street, has been appointed a Member of the Royal Commission to inquire into the condition and education of the blind, deaf, and dumb. Mr. Few was admitted a solicitor in 1839. He is solicitor to the Metropolitan Asylums Board, and he was for some years a member of the School Board for London for the Lambeth Division.

Mr. Robert James Sisson, solicitor, notary, and proctor, of St. Asaph, has been appointed High Sheriff of Flintshire for the ensuing year. Mr. Sisson was admitted a solicitor in 1864. He is district probate registrar at St. Asaph, secretary to the Bishop of St. Asaph, registrar of the diocese and archdeaconry of St. Asaph, and chapter clerk of St. Asaph Cathedral.

DISSOLUTIONS OF PARTNERSHIPS.

Anthony Buck Creeke and Thomas Guinan Sandy, solicitors, Burnley. Feb. 27. [*Gazette*, March 5.]

Henry Crowdy Crowdy and Robert Reginald Elwell, solicitors and conveyancers (Crowdy & Elwell), Highworth, Wiltshire. Feb. 27.

John Hotson and Thomas Edmund Page, solicitors (Hotson & Page), Long Stratton, Norfolk. Dec. 31. [*Gazette*, March 9.]

NEW ORDERS, &c.

THE SPRING ASSIZES.

An Order in Council has been issued directing that the jurisdiction of the Central Criminal Court at any session held or continued for the Central Criminal Court district in the months of April or May, 1886, shall extend to such part of the county of Surrey as is not now included in the Central Criminal Court district, as if such part of the county of Surrey were included in the Central Criminal Court district. Other orders direct that the counties of Cumberland and Westmoreland shall, for the purpose of the next Spring Assizes, be united under the name of Spring Assize County No. 1—the assizes to be held at Carlisle; the Northern and Salford Divisions of Lancashire as Spring Assize County No. 2—the assizes to be held at Manchester; the North and East Riding and West Riding Divisions and the county of the city of York as Spring Assize County No. 3—the assizes to be held at Leeds; the counties of Lincoln and Nottingham and the county of the town of Nottingham as Spring Assize County No. 4—the assizes to be held at Lincoln; the counties of Derby, Rutland, and Leicester and the borough of Leicester as Spring Assize County No. 5—the assizes to be held at Derby; the counties of Northampton, Bedford, and Buckingham as Spring Assize County No. 6—the assizes to be held at Northampton; the counties of Norfolk and Suffolk and the county of the city of Norwich as Spring Assize County No. 7—the assizes to be held at Ipswich; the counties of Huntingdon and Cambridge as Spring Assize County No. 8—the assizes to be held at the Shire-hall at Chesterton; the county of Herts and so much of the county of Essex as is not within the Central Criminal Court district as Spring Assize County No. 9—the assizes to be held at Hertford; the county of Sussex, the county of the city of Canterbury, and so much of the county of Kent as is not within the Central Criminal Court district as Spring Assize County No. 10—the assizes to be held at Lewes; the counties of Oxford and Berks as Spring Assize County No. 11—the assizes to be held at Reading; the counties of Worcester, Hereford, Monmouth, and Gloucester, and the county of the city of Gloucester, as Spring Assize County No. 12—the assizes to be held at Worcester; the counties of Salop and Stafford as Spring Assize County No. 13—the assizes to be held at Stafford; the counties of Southampton, Wilts, and Dorset as Spring Assize County No. 14—the assizes to be held at Winchester; the counties of Devon and Cornwall as Spring Assize County No. 15—the assizes to be held at Exeter; the county of Somerset and the county of the city of Bristol as Spring Assize County No. 16—the assizes to be held at Taunton; the counties of Montgomery, Merioneth, Carnarvon, Anglesea, Denbigh, and Flint as Spring Assize County No. 17—the assizes to be held at Carnarvon; the counties of Glamorgan, Carmarthen, Pembroke, Cardigan, Brecknock, and Radnor, the county of the borough of Carmarthen, and the town and county of Haverfordwest as Spring Assize County No. 18—the assizes to be held at Swansea; and the county of Northumberland and the city and county of the city of Newcastle-upon-Tyne as Spring Assize County No. 19—the assizes to be held at Newcastle-upon-Tyne.

LEGAL NEWS.

The Lord Chancellor is to unveil the Street Memorial at the Royal Courts of Justice on the 24th inst. at four o'clock.

The Lord Chancellor has promised to be present at the dinner to be given to Sir Charles Russell, Q.C., M.P., the Attorney-General, by his colleagues of the Northern Circuit on the 27th inst.

The Lord Chancellor will preside at the 13th annual general meeting of the Barristers' Benevolent Association, which will take place on Wednesday, April 7, in the Middle Temple Hall, at 4.30 p.m.

In moving the second reading of the Compensation for Damages Bill, on the 4th inst, Mr. Childers said that the Bill was only brought forward to meet the exigencies of the results of the riots of Feb. 8. With the assistance of the Attorney-General he intended to take up the whole question of the amendment of the 7 & 8 Geo. 4, relating to damage by riots, that Act having become entirely obsolete and unworkable. It did not suit their present police organization and required amendment. It would, however, take some time to prepare and draft a Bill for the general amendment of the law.

The *Albany Law Journal* publishes an interesting address, by Mr. J. F. Dillon, to the South Carolina Bar Association, on the effect of the railway system on the law and its practice in the United States. He says: "As a rule, counsel from all parts of the country now attend their cases to the Supreme Court. In illustration of the condition in the practice of the law resulting from ease and rapidity of railway travel, you may be interested in the following extract from a letter written to me not long since by a leading lawyer of St. Louis. Of three cases which he named, he says: 'To get and serve an injunction in the first, I travelled 1,600 miles. To argue the second at Denver, I travelled both ways 2,000 miles. In the Bank case I also travelled 2,000 miles, the last trip, and had previously travelled in the same case over 4,000 miles. Within the last few years, I have, in the practice of my profession, when called upon to argue cases in Iowa, Missouri, Kansas, North Carolina, and other States, often travelled more than a thousand miles from my residence; and I know many lawyers in New York and elsewhere who go, almost as a matter of course, to places equally distant whenever their professional business requires it. Some three years ago a cause arose in New Mexico which involved, or was claimed to involve, the ownership of a line of railway from Yuma to El Paso, extending through Arizona, New Mexico, and a part of Texas. On the one side, lawyers from New York and elsewhere went in a special car 2,500 miles to Santa Fe, the place of trial. On arriving there, our car, which contained a parlour, dining-room, sleeping apartments, and a kitchen, was placed upon a side track of our railroad and served as an hotel; and immediately opposite to us on another railroad we saw a like car containing opposing counsel which had journeyed 2,000 miles from the west. There, in the shadow of the Rocky Mountains, in the old historic city of Santa Fe, were these two portable habitations, one of which had come from the Atlantic and the other from the Pacific, drawn up, as it were, in battle array. In an adobe building, one storey high, with walls six feet thick, we fought for six long days our legal battle

and then departed, the one side to the east and the other to the west." The *Albany Law Journal* adds that the lawyers on one side brought a large law library in the train.

The following report on the subject of compensation for the recent riots was presented by the clerk of the peace to the meeting of Middlesex magistrates on the 25th ult.: — Claims on the Hundred of Ossulston.—I have the honour to report—1. That, as one of the consequences attending the riotous proceedings of the mob on the 8th inst., a considerable number of claims for compensation in respect of the damage done to premises and to goods have been put forward. 2. These notices, some of which appear to me to have been served in proper form and others more or less irregularly, involve claims, so far as they are defined, of upwards of £600. 3. Some difficulty has arisen in consequence of there being no high constable (proper) for the Hundred; and many of the persons claiming have not thought it necessary to inform themselves as to the person upon whom, under this condition of things, the notice of the claim ought legally to be served. In my view, Sir Edmund Henderson, as chief police officer of the county, is the person on whom notices of claim ought to have been served. 4. The notices of claims purport to have been made under the 7 & 8 Geo. 4, c. 31, s. 2, which declares that, if any house, &c., shall be demolished or pulled down, or destroyed wholly, or in part, by any persons, riotously and tumultuously assembled together, in every such case the inhabitants of the Hundred shall be liable to yield full compensation to the person or persons damnified by the offence, not only for the damage done to any house, &c., but also for any damage which may at the same time be done by any such offenders to any fixture, furniture, or goods whatsoever in any such house, &c. The Act, section 7, prescribes a summary mode of proceeding where the damage claimed is under £30. In cases of this sort notice of claim is to be given to the high constable of the Hundred, or other like district, and he is required, within seven days after receipt of the notice, to exhibit it to two justices, and they are, thereupon, required to appoint a special session of all the justices of the county acting for the Hundred, to be held not less than twenty, nor more than thirty, days after exhibition of the notice. 5. As regards claims above £30 the right is by action against the Hundred, and no process is to be served except upon the high constable, who is within seven days after service to give notice to two justices of the county residing in or acting for the Hundred. 6. The law upon the question, as at present settled, appears to be abundantly clear. The late Mr. Knox Wigram (a magistrate of the county) in his Justice's Note-book thus succinctly gives the effects of the judgments of Lord Kenyon in the case of *Reid* v. *Clarke*, and of Lord Justice Lindley and Mr. Justice Mathew in that of *Drake* v. *Footitt*. "It is not every breakage of windows, or doors, or other mischief, however serious, which will render the Hundred answerable." It was held in *Reid* v. *Clarke* and in *Drake* v. *Footitt* (commonly known as the *Great Marlow case*, 1881), that the acts of rioters must indicate that their object and purpose was to demolish a building wholly or in part, in order to make their offence felonious and to bring it within the meaning of section 2 of the Act If they left off without being interrupted, this fact would be *primâ facie* evidence of the absence of intention. Applying this test to the claims made, I am of opinion that the Hundred is not liable in respect of any one of them. The same law applies, in my judgment, to goods damaged at the same time; and I hold that the Hundred is not liable for damage to goods in any case in which it would not be liable for damage to a house.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Mar. 15	Mr. Koe	Mr. Lavie	Mr. King	Mr. Jackson
Tuesday ... 16	Clowes	Pugh	Farrer	Carrington
Wed. 17	Carrington	Lavie	King	Jackson
Thur. 18	Jackson	Pugh	Farrer	Carrington
Friday 19	Pugh	Lavie	King	Jackson
Saturday .. 20	Lavie	Pugh	Farrer	Carring ton
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Mar 15	Mr. Beal	Mr. Pemberton		Mr. Clowes
Tuesday 16	Leach	Ward		Koe
Wednesday 17	Beal	Pemberton		Clowes
Thursday 18	Leach	Ward		Koe
Friday 19	Beal	Pemberton		Clowes
Saturday 20	Leach	Ward		Koe

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CONSOLIDATED ELECTRIC COMPANY, LIMITED.—Petition for winding up, presented March 3, directed to be heard before Pearson, J., on Saturday, March 13. Dangerfield and Blythe, Craven st, solicitors for the petitioners

HYGIENIC HEATING AND LIGHTING COMPANY, LIMITED.—Chitty, J., has fixed Monday, March 15 at 12, for the appointment of an official liquidator

LONDON CENTRAL CLUB, LIMITED.—Petition for winding up, presented Feb 24, directed to be heard before Kay, J., on March 13. Harris, Charterhouse st, solicitor for the petitioner

SWANSEA VALE STEEL AND TIN-PLATE COMPANY, LIMITED.—Petition for winding up, presented March 3, directed to be heard before Chitty, J., on Saturday, March 13. White, New inn, agent for Thomas, Swansea, solicitor for the petitioners

TRAMWAYS TRUST COMPANY, LIMITED.—Chitty, J., has, by an order dated Jan 18, appointed Baker Philip Daniels, 57, Moorgate st, to be official liquidator

[*Gazette*, March 5.]

BUTTERINE COMPANY, LIMITED.—By an order made by Pearson, J., dated Feb 20, it was ordered that the company be wound up. Castle, Poultry, solicitor for the petitioner

FERRYBRIDGE STOVE, GRATE, AND GENERAL FOUNDRY COMPANY, LIMITED.—By an order made by Chitty, J., dated Feb 27, it was ordered that the company be wound up. Smith and Wilmer, Lincoln's inn fields, solicitors for the petitioners

WALKER AND HACKING, LIMITED.—Petition for winding up, presented March 4, directed to be heard before Kay, J., on Saturday, March 20. Shaw and Tremellen, Gray's inn sq, agents for Watson, Bury, solicitors for the petitioners

[*Gazette*, March 9.]

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

LITHGOW BOOT AND SHOE MANUFACTURING COMPANY, LIMITED.—The Vice-Chancellor has fixed Tuesday, March 16 at 12, at 2, Clarence st, Manchester, for the appointment of an official liquidator

OUTWOOD IRON COMPANY, LIMITED.—The Vice-Chancellor has fixed March 16 at 11.30, at 2, Clarence st, Manchester, for the appointment of an official liquidator

[*Gazette*, March 5.]

HOLLINGWORTH LAKE AND GARDENS COMPANY, LIMITED.—By an order made by the Court, dated March 1, it was ordered that the voluntary winding up of the company be continued; and that James W igley be continued as liquidator. Standring and Taylor, Rochdale, solicitors for the petitioner

LIVERPOOL ZOOLOGICAL GARDENS COMPANY, LIMITED.—The Vice-Chancellor has fixed Thursday, March 18 at 11, at 9, Cook st, Liverpool, for the appointment of an official liquidator

[*Gazette*, March 9.]

FRIENDLY SOCIETIES DISSOLVED.

MIDDLE MARSH LABOURERS' PROVIDENT ASSOCIATION, School Room, North Cockerington, Lincoln Feb 26

SEVENOAKS WORKING MEN'S CLUB AND INSTITUTE, 1, London rd, Sevenoaks, Kent. Feb 25

[*Gazette*, March 5.]

ADPAR EMLYN BENEFIT SOCIETY, Emlyn Arms Hotel, Newcastle Emlyn, Carmarthen. March 3

JUVENILE BAND OF NEPHALISTS' FRIENDLY SOCIETY, Mission House, Baker st, Enfield. March 4

NEWCHURCH-IN-PENDLE CO-OPERATIVE SOCIETY, LIMITED, Newchurch-in-Pendle, Lancaster. Feb 17

[*Gazette*, March 9.]

SUSPENDED FOR THREE MONTHS.

GOLDEN FLEECE FRIENDLY SOCIETY, Craven Arms Inn, Appletreewick, Skipton, York. March 8

[*Gazette*, March 9.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF CLAIM.

ROBERTS, ELLIS GRIFFITH, Mount Garmon View, Bettws y Coed, Carnarvon. March 22. Roberts v Roberts, Chitty, J. Griffith, Llanrwst

WATSON, MARGARET CATLEY, Sunderland. March 29. Iliff v Moon, Chitty, J. Longden, Sunderland

WELLER, CAROLINE, Caterham Valley, Surrey. March 10. Weller v Weller, Registrar, City of London Court

[*Gazette*, Feb. 26.]

FRYER, MERLIN, Exeter, Solicitor. April 2. Ellis v Fryer, Kay, J. Brutton, Exeter

[*Gazette*, March 2.]

BRAIN, ALFRED JAMES, Hawthorns, Hope Mansell, Hereford, Solicitor. March 27. Wheeler v Brain, Pearson, J. Davies, Ross

CHANDLER, HENRY, Union st, Borough, Oil and Colourman. April 5. Taylor v Ayres, Kay, J. Stocken and Jupp, Lime st

DONNITHORNE, ARTHUR BAMPTON, Calne Lodge, Twickenham, Stock Broker. April 2. Palmer v Donnithorne, Chitty, J. Whately, Lincoln's inn fields

[*Gazette*, March 9.]

CREDITORS UNDER 22 & 23 VICT. CAP 35.
LAST DAY OF CLAIM.

ANDERSON, ISABELLA, Brighton, Sussex. March 22. Crowdy and Co, Serjeants' inn, Fleet st

ARTINGSTALL, JAMES, Didsbury, Manchester, Auctioneer. April 17. Farrar and Hall, Manchester

BENTLEY, JOHN, and EMMA BENTLEY, Portland pl. March 31. Bloxham and Ellison, Lincoln's inn fields

BERRISFORD, ANN, King's Newton, Melbourne, Derby. April 20. Richards, Nottingham

BRITTON, ROBERT JOSEPH, Weston-super-Mare, Hotel Proprietor. March 31. Davies, Weston-super-Mare

BROWN, WILLIAM, Broughton, Huntingdon, Gent. March 31. Mott and Dent, Bedford row

BUSSELL, CAROLINE, Westminster Palace Hotel, Victoria st. March 31. Bircham and Co, Parliament st, Westminster

COLEBOURN, SARAH, Wolverhampton. April 10. Flewker and Page, Wolverhampton

CROOK, HENRY, Westhoughton, Lancaster, Beerseller. March 19. Balshaw and Hodgkinson, Bolton

CUNNELL, LOUISA, Horham, Suffolk. April 22. Lyus, Harleston.

DALE, JOHN RICHARD, Fishlake, York, Farmer. April 1. Hearfields and Lambert, Hull

DE CARLE, MARY ANN, Butler st. April 10. Archer and Son, Ely

DELAHAY, RICHARD, Newport, Mon, Gent. April 14. Davis and Lloyd, Newport

DIVES, JANE, Edenbridge, Kent. April 2. Head and Sons, East Grinstead

DREW, JOHN, Bristol, Plasterer. March 20. Beckingham and Barry, Bristol

FOSTER, JAMES, Huntingdon, Tasmania, Farmer. July 15. Nisbet and Daw, Lincoln's inn fields

GURNEY, WILLIAM EDWARD, Nower Hill, Pinner, Gent. March 25. Mott and Dent, Bedford row

HOCKIN, GEORGE TREVERNO, Southport, Queensland, Surgeon. March 25. Wilkins and Co, Gresham house

HUDSON, Sir JAMES, Florence, Italy, G.C.B. March 30. Leach and Deedes, Lancaster place, Strand

HUDSON, WILLIAM JAMES, South Retford, Nottingham, Retired Blacksmith. March 31. Mee and Co, East Retford
JENES, GEORGE, Wyle Cop, Salop, Shrewsbury, Ironmonger. March 31. How and Son, Shrewsbury
JENES, SARAH, Wyle Cop, Shrewsbury, Salop. March 31. How and Son Shrewsbury
JONES, ELIZA, Holywell, Flint. April 1. Pennock and Guest, Liverpool
JULIUS, GEORGE CHARLES, Tilford, nr Farnham, Surrey, Esq. April 2. Harley and Co, Finsbury circus
KEELING, CHARLES FOXALL, Birmingham, Manufacturer. March 25. Burton, Birmingham
KENDALL, JAMES, Teffont Magna, Wilts, Farmer. March 29. Fulton and Pye-Smith, Salisbury
LANCASTER, GEORGE HENRY, Thirsk, York, Saddler. March 23. Cass, Thirsk
MACCARTHY, RICKARD VINCENT, Staff Surgeon H.M.S. "Serapis." March 24. White Phillips, Plymouth
MADGE, WILLIAM, Newport, Monmouth, Carpenter. April 20. Pain and Son, Newport
MASON, ELIZABETH, St Cross rd, Winchester. March 31. Scotney and Shenton, Winchester
METCALFE, JOHN AUGUSTUS, Hawes, Yorkshire, Esq. March 25. Rogers, Richmond
MICHELL, WILLIAM, Penzance, Cornwall, Builder. March 31. Trythall and Bodilly, Penzance
MOON, DONALD, Richmond rd, Barnsbury, Builder. March 25. Neish and Howell, Watling st
NORMAN, THOMAS, Runcorn, Chester. March 31. Linaker and Linaker, Runcorn
PHENIX, MARGARET, Cheetham, Manchester. March 30. Jones, Manchester
RAE, HARRIET, Grove lane, Camberwell. March 26. Rae, Avondale rd, Peckham
RANDOLPH, Rev. WILLIAM, Schwyz, Switzerland. April 7. Drake Brockman, Sandgate rd, Folkestone
RICHARDS, THOMAS ALEXANDER, Tregaron, Cardigan. March 31. White, Epsom
ROBERTS, HENRY, Stamford hill, Esq. April 13. Micklem and Co, Gresham st
ROLLE, LOUISA, Baroness, Bicton, Devon. April 8. Bremridge, Exeter
SIMNETT, ELIEN, Worcester. March 31. Hyde, Worcester
SMITH, EMMA, Sydenham, Kent. April 19. Leslie Antill, Gresham bldgs, Basinghall st
SOUTHCOMBE, RICHARD, Stoke-sub-Hamdon, Somerset, Glove Manufacturer. April 9. Poole, South Petherton
THORNELOE, CHARLES, Lichfield, Clock Maker. April 30. Barnes and Son, Lichfield
TREVELYAN, ELIZABETH, Sutherland place, Bayswater. March 20. Bell and Co, Lincoln's inn fields
VIVIAN, WILLIAM, Bolton gardens, Kensington, Esq. March 31. Wilson, Cornhill
WAINHOUSE, JOHN EDWARD, Skircoat, Halifax, out of business. March 24. Ingram and Huntriss, Halifax
WAINHOUSE, WILLIAM, Halifax, Esq. March 24. Ingram and Huntriss, Halifax
WARING, ALBERT THOMAS, Sutton, Surrey, Gent. April 16. Spencer and Co, Cheapside
WROTH, EDWARD, Aveton Gifford, Devon, Gent. March 29. Square and Son, Kingsbridge

[*Gazette*, Feb. 26.]

BEEVERS, SARAH ELEANOR, Oldham, Lancaster. April 9. Rowntree, Oldham
BELL, ALEXANDER, Park hill, Upper Tooting, Esq. June 1. Grundy and Co, Queen Victoria st
BILLINGSLEY, JOHN, Brighton, Retired Commander, R.N. April 15. Williams, Martin's lane, Cannon st
BOLLER, HENRY, Woodfield rd, Harrow rd, Nurseryman. March 27. Jacobs, Blackfriars rd
BREWER, CHARLES, Old Burlington st, Piccadilly, Turf Accountant. April 15. Woodbridge and Sons, Clifford's inn, Fleet st
CARVER, ELIZABETH, Nottingham. April 17. Hunt and Williams, Nottingham
CROFT, JOHN MCGREGOR AUGUSTUS THOMAS, Abbey rd, St. John's Wood, M.D. April 30. Tompson and Co, Stone bldgs, Lincoln's inn
CROSLEY, EDWIN UNDECIMUS, Palace rd, Upper Norwood, Stock Broker. March 25. Holmes and Son, Clement's lane, Lombard st
FLINT, EMMA, Selston, Nottingham. March 20. Wilson and Bone, Alfreton
GALE, JOHN, Cheltenham, Esq. April 12. Drew, Cheltenham
HEMANS, GEORGE WILLOUGHBY, Roland gdns, Esq. April 15. Park and Co, Essex st, Strand
HUGHES, ROBERT MARSH, Bournemouth, Lieut. Col. April 15. Capron and Co, Savile pl, Conduit st
KING, JESSY MARTHA, Gloucester ter, Hyde pk. March 31. Hill, Queen st pl, Cannon st
KUPER, Admiral Sir AUGUSTUS LEOPOLD, G.C.B., South Brent, Devon. April 16. Howard, Finsbury circus
MARGESSON, SARAH, Aylesbury, Buckingham. March 31. Fell, Aylesbury
MAYBURY, FRANCIS, St. Mary Axe, Licensed Carman. March 25. Wild and Co, Ironmonger lane
MORGAN, CHARLES, Feltham, Middlesex, Surgeon. April 16. Twynam, Essex st Strand
OATRIDGE, EDMUND, Knightsford Bridge, Worcester, Gent. March 31. Southall, Worcester
POCOCK, LYDIA LOUISA, Cheltenham. June 24. Griffiths, Cheltenham
PRICE, SARAH, Wrockwardine, Salop. March 20. Heane, Newport
QUELCH, ELIZA, Martlett court, Bow st. March 24. Yeo and Co, Finsbury pavement
RAMSDEN, DAVID, Harrogate, Yorks, Esq. May 1. Harrison, & Co, Wakefield
RANDLE, JEREMIAH, Perranarworthal, Cornwall, Gent. April 30. Jenkins, Penryn
SCOTT, EMMA, Sowerby Bridge, York. March 31. Franklin and Humphreys
SMITH, JOSEPH EDWIN, Salford, Lancaster, Plumber. April 20. Heywood and Son, Manchester
SMITH, HARRIET, Cork street, Burlington gardens. April 5. Toque, Aldermanbury
TAYLOR, JAMES, Liverpool, Gent. March 31. Goffey, & Co, Liverpool
TURTLE, HENRY, Southwealds, Essex, Builder. April 5. Postans and Landons, Brentwood
WAINWRIGHT, THOMAS, Shrubland rd, Dalston, Contractor. March 22. Kingdon, Lawrence lane, Cheapside
WATSON, ELIZA, Addiscombe, Surrey, April 14. Gregson, Angel Court, Throgmorton st
WEBB, SUSSANNAH, White Cross st, Hereford. May 1. James and Bodenham, Hereford
WENT, ABRAHAM, Kingston upon Hull, Master Mariner. March 27. Rollit and Sons, Hull

[*Gazette*, March 2.]

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.]

SALE OF ENSUING WEEK.

March 17.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Leasehold Properties and Policies (see advertisement, this week, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CAMPBELL.—Feb. 13, at 18, Gillespie-crescent, Edinburgh, N.B., the wife of James Paterson Campbell, solicitor, of a daughter.
DEW.—March 5, at Menaidale, Bangor, N. Wales, the wife of Sam. R. Dew, solicitor, of a daughter.

DEATH.

BEVERLEY.—March 6, at Weston-super-Mare, Richard Beverley, late Assistant Solicitor of H.M. Customs, aged 82.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, Mar. 5, 1886.

RECEIVING ORDERS.

Ambler, John Christopher, Ecclesfield, Yorks, Draper. Sheffield. Pet Mar 2. Ord Mar 3. Exam Mar 25 at 11.30
Barry, William Gaius, Shirehampton, Gloucestershire, Coal Merchant. Bristol. Pet Mar 1. Ord Mar 1. Exam April 2 at 12 at Guildhall, Bristol
Bonney, Edward Dixon, Bowness, Westmorland, Plumber. Kendal. Pet Mar 1. Ord Mar 2. Exam Mar 20 at 2 at Court house, Townhall, Kendal
Braithwaite, Daniel, Barrow in Furness, Lancashire, Ginger Beer Manufacturer. Ulverston and Barrow in Furness. Pet Mar 2. Ord Mar 2. Exam Mar 31 at 2 45 at Townhall, Barrow in Furness
Britton, John, and Samuel Britton, Southend, Millers. Chelmsford. Pet Mar 1. Ord Mar 1. Exam Mar 8 at 12.30 at Shirehall, Chelmsford
Bullen, John, jun, Beaconsfield rd, West Green, Tottenham, Builder. Edmonton. Pet Mar 1. Ord Mar 1. Exam April 9 at 1 at Court house, Edmonton
Bunting, Jabez, Burton on Trent, Plumber. Burton on Trent. Pet Mar 1. Ord Mar 1 Exam Mar 17 at 1
Clarke, Jacob, Lowestoft, Shoemaker. Great Yarmouth. Pet Mar 1. Ord Mar 2. Exam Mar 22 at 2.30 at Townhall, Great Yarmouth
Cox, Arthur, Gorleston, Suffolk, Publican. Great Yarmouth. Pet Mar 3. Ord Mar 3. Exam Mar 22 at 2.30 at Townhall, Great Yarmouth
Cursley, Arthur Woodcock, Leicester, Builder. Leicester. Pet Mar 1. Ord Mar 1. Exam Mar 10 at 10
Davis, Frederick James, Exmouth st, Clerkenwell, Picture Dealer. High Court. Pet Mar 3. Ord Mar 3. Exam April 7 at 12 at 34, Lincoln's inn fields
Davison, Andrew, Cambridge pl, Paddington, Carver. High Court. Pet Mar 1. Ord Mar 1. Exam April 7 at 11.30 at 34, Lincoln's inn fields
Dawson, John Thomas, Great Steeping, Lincolnshire, Yeoman. Boston. Pet Feb 13. Ord Mar 3. Exam April 8 at 2
Day, Francis, Handsworth, Staffordshire, Gent. Birmingham. Pet Mar 3. Ord Mar 3. Exam April 6 at 2
De Meza, Simeon, Bishop's rd, Bayswater, Tobacconist. High Court. Pet Mar 2. Ord Mar 2. Exam April 7 at 11.30 at 34, Lincoln's inn fields
Dewick, Joseph, Leicester, Hair Dresser. Leicester. Pet Mar 1. Ord Mar 1. Exam Mar 10 at 10
Dobbie, Henry Herbert, Gloucester, Baker. Gloucester. Pet Mar 1. Ord Mar 1. Exam Mar 16
Drackley, Samuel Watts, Bagworth, Leicestershire, Licensed Victualler. Leicester. Pet Mar 1. Ord Mar 1. Exam Mar 10 at 10
Drake, John, Sheffield, Printer's Manager. Sheffield. Pet Mar 2. Ord Mar 2. Exam Mar 25 at 11.30
Dunn, John, Darlington, out of business. Durham. Pet Mar 2. Ord Mar 2. Exam Mar 23 at 2.30
Dymond, W., Water lane, Wine Merchant. High Court. Pet Jan 28. Ord Mar 3. Exam Apr 9 at 11.30 at 34, Lincoln's inn fields
Emmett, A., Kenton Lodge, nr Exeter, Hotel Proprietor. Exeter. Pet Feb 18. Ord Mar 2. Exam Mar 18 at 11
Gammon, John Edward, Snodland, Kent, Baker. Maidstone. Pet Mar 1. Ord Mar 2. Exam Mar 22
Gann, Joseph Horlock, Holborn Viaduct, Agent for Bicycle Manufacturers. High Court. Pet Feb 12. Ord Mar 3. Exam Apr 16 at 11.30 at 34, Lincoln's inn fields
Goldsmid, Michael Joseph, Clerkenwell rd, Jeweller. High Court. Pet Feb 9. Ord Mar 3. Exam Apr 16 at 11.30 at 34. Lincoln's inn fields
Hardcastle, William Richard, Halifax, Furniture Dealer. Halifax. Pet Mar 2. Ord Mar 3. Exam Apr 5
Harris, George Edward, Slough, Railway Clerk. Windsor. Pet Mar 2. Ord Mar 2. Exam Apr 3 at 11
Hatchard, George Robert, Newcastle upon Tyne, Yeast Dealer. Newcastle on Tyne. Pet Mar 2. Ord Mar 2. Exam Mar 16
Hughes, George Barnett, Portdinorwic, Carnarvonshire, Butcher. Bangor. Pet Mar 1. Ord Mar 1. Exam Apr 8 at 11
Humphreys, Edward, Aberystwith, Cardiganshire, Railway Inspector. Aberystwith. Pet Mar 3. Ord Mar 3. Exam Mar 11 at 11
Iles, Albert, Cwmbran, Mon, Shoemaker. Newport, Mon. Pet Mar 2. Ord Mar 2. Exam Mar 16 at 11
Jacobi, Charles, Parkholme rd, Dalston, Importer of Cigarettes. High Court. Pet Jan 29. Ord Mar 3. Exam Apr 16 at 11.30 at 34, Lincoln's inn fields
Jones, John Thomley, Bootle, nr Liverpool, Furniture Remover. Liverpool. Pet Feb 27. Ord Mar 1. Exam Mar 15 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool
Karney, David. 35. High st, Walsall, Staffordshire, Tailor. Walsall. Pet Mar 1. Ord Mar 1. Exam Mar 22 at 12
Kellock, J., Meadow View, Whitehaven, Tailor and Draper. Whitehaven. Pet Feb 12. Ord Mar 1. Exam Mar 29 at 12
Lang, John, East Teignmouth, Baker. Exeter. Pet Mar 1. Ord Mar 1. Exam Mar 18 at 11
Lench, Thomas, Liverpool, Hat Manufacturer. Liverpool. Pet Feb 27. Ord Mar 1. Exam Mar 15 at 11 at Court house, Government bldgs, Victoria st, Liverpool
Levy, F. A., Manchester, Tailor. Manchester. Pet Feb 5. Ord Feb 26. Exam Mar 12 at 11
Longden, George, Darfield, nr Barnsley, Labourer. Barnsley. Pet Jan 27. Ord Mar 2. Exam Mar 18 at 11.30
Mepstead, Henry Martin, Holcombe Rogus, Devon, Grocer. Taunton. Pet Mar 1. Ord Mar 2. Exam Mar 17 at 3
Muscott, Edmund, and Frederick Bruce Muscott, Fenchurch st, Shoe Manufacturers. High Court. Pet Feb 27. Ord Mar 1. Exam Apr 8 at 11.30 at 34, Lincoln's inn fields

Paterson, John, Manchester, Hatter. Manchester. Pet Mar 1. Ord Mar 1. Exam Mar 23 at 12.30
Prodger, Thomas, Eastbourne, Builder. Lewes and Eastbourne. Pet Mar 3. Ord Mar 3. Exam Apr 2
Quinn, Francis, Padiham, Lancashire, Tailor. Burnley. Pet Mar 1. Ord Mar 2. Exam Mar 18 at 11
Reavell, Thomas Francis, Hemel Hempstead, Hertfordshire, Builder. St Albans. Pet Mar 3. Ord Mar 3. Exam Mar 26
Reeves, Charles, Weymouth terr, Hackney rd, Looking Glass Manufacturer. High Court. Pet Mar 1. Ord Mar 1. Exam Apr 8 at 11.30 at 34, Lincoln's inn fields
Richardson, James Mannington, Tunbridge Wells, Auctioneer. Tunbridge Wells. Pet Mar 1. Ord Mar 2. Exam Apr 8 at 2
Roberts, Jane Hughes, Dolgelley, Merionethshire, Hotel Keeper. Aberystwith. Pet Feb 27. Ord Feb 27. Exam Mar 12 at 12 at Golden Lion Royal Hotel, Dolgelley
Robinson, William, Hardingstone, Northamptonshire, Beer Retailer. Northampton. Pet Feb 12. Ord Mar 2. Exam Apr 13
Ruck, Sidney, Chatham, Builder. Rochester. Pet Mar 3. Ord Mar 3. Exam Mar 29 at 2
Slade, John, and Arthur Edward Sprang, Worcester, Boot Manufacturers. Worcester. Pet Mar 2. Ord Mar 2. Exam Mar 23 at 11
Tamlyn, Amos, Pilton, Devon, Innkeeper. Barnstaple. Pet Mar 1. Ord Mar 1. Exam Mar 12 at 10.30, at Bridge Hall, Barnstaple
Tasker, James Mark, Purston, nr Pontefract, Grocer. Wakefield. Pet Feb 24. Ord Mar 2. Exam pr 15
Thorp, Charles Henry, Henry Charles Thorp, Joseph Thorp, and Albert Thorp, Northnd, Croydon, Paper Hanging Manufacturers. High Court. Pet Mar 3. Ord Mar 3. Exam Apr 13 11, at 34, Lincoln's inn fields
Timson, Joseph, Leicester, Confectioner. Leicester. Pet Mar 1. Ord Mar 3. Exam Mar 10 at 10
Tongue, Henry, Bolton, Lancashire, Licensed Victualler. Bolton. Pet Feb 18. Ord Mar 1. Exam Mar 22 at 11
Turnbull, James, Kirklinton, Cumberland, Farmer. Carlisle. Pet Mar 3. Ord Mar 3. Exam Mar 17 at 11, at Court house, Carlisle
Underhill, William Henry, Tavistock rd, Westbourne park, Victualler. High Court. Pet Feb 27. Ord Feb 27. Exam April 6 at 11.30, at 34, Lincoln's inn fields
Vaughan, Emma, Great Yarmouth, Smackowner. Great Yarmouth. Pet Mar 1. Ord Mar 1. Exam Mar 22 at 2.30, Townhall, Great Yarmouth
Veal, William, St Ives, Cornwall, Fish Merchant. Truro. Pet Mar 1. Ord Mar 1. Exam Mar 18 at 11
Waites, Henry, Tredegar, Monmouthshire, Leather Merchant. Tredegar. Pet Mar 3. Ord Mar 3. Exam Mar 26 at 10.30, at County Court Office, Tredegar
Waldenmaier, Johann George, Rodney road, Walworth, Baker's Manager. High Court. Pet Mar 2. Ord Mar 2. Exam Apr 13 at 11, at 34, Lincoln's inn fields
Walters, Alfred, Canton, Cardiff, Builder. Cardiff. Pet Feb 9. Ord Feb 25. Exam Apr 15 at 2
White, Thomas, Aberystwith, Cardiganshire, Jeweller. Aberystwith. Pet Mar 1. Ord Mar 1. Exam Mar 11 at 3
Whiteside, Thomas, Lytham, Lancashire, Blacksmith. Preston. Pet Mar 1. Ord Mar 1. Exam Mar 26
Whitworth, Benjamin, Wavendon, Buckinghamshire, no occupation. Northampton. Pet Mar 1. Ord Mar 1. Exam Apr 13
Williams, George, Wellesley Court rd, Croydon, Builder. Croydon. Pet Feb 11. Ord Feb 26. Exam Mar 26
Wrate, Job, Kilburn park rd, Grocer. High Court. Pet Mar 2. Ord Mar 2. Exam Apr 13 at 11, at 34, Lincoln's inn fields

The following amended notice is substituted for that published in the London Gazette of Feb 9.

Matthews, Thomas, Farnham, Brewer. Guildford and Godalming. Pet Feb 6 Ord Feb 6. Exam Mar 18 at 1, at Townhall, Guildford

FIRST MEETINGS.

Atha, Samuel, Leeds, Currier. Mar 12 at 12. Official Receiver, St. Andrew's chbrs, 22, Park row, Leeds
Bagg, Thomas, Banwell, Somerset, Farmer. Mar 12 at 12.30. Official Receiver, Bank chbrs, Bristol
Barry, William Gaius, Shirehampton, Gloucestershire, Coal Merchant. Mar 15 at 12.30. Official Receiver, Bank chbrs, Bristol
Brierley, James, Balladen, nr Rawtenstall, Lancashire, Woollen Cotton Manufacturer. Mar 12 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Britton, John, and Samuel Britton, Southend, Millers. Mar 15 at 3. Auction Mart, Tokenhouse yd
Bunting, Jabez, Burton upon Trent, Plumber. Mar 15 at 12. Official Receiver, St. James's chbrs, Derby
Clerc, Raoul, San Francisco, Corn Merchant. Mar 12 at 2. 33, Carey st, Lincoln's inn
Coles, Oswald Lewis, Upper Charles st, Goswell rd, Lithographic Printer. Mar 15 at 12. 33, Carey st, Lincoln's inn
Collins, Albert, Hastings, Builder. Mar 12 at 2. 40, Robertson st, Hastings
Cursley, Arthur Woodcock, Leicester, Builder. Mar 15 at 3. Official Receiver, 28, Friar lane, Leicester
Davis, Gabriel, jun, Abingdon, Berks, Engineer. Mar 16 at 11.30. Official Receiver, 1, Saint Aldates, Oxford
Dewick, Joseph, Leicester, Hairdresser. Mar 15 at 11. Official Receiver, 28, Friar lane, Leicester
Dimberline, Ann, Sheffield, Shopkeeper. Mar 15 at 1. Official Receiver, Figtree lane, Sheffield
Dobbie, Henry Herbert, Gloucester, Baker. Mar 13 at 3.30. Official Receiver 15, King st, Gloucester
Drackley, Samuel Watts, Bagworth, Leicestershire, Licensed Victualler. Mar 15 at 12.30. Official Receiver, 28, Friar lane, Leicester
Gammon, John Edward, Snodland, Kent, Baker. Mar 16 at 3. Official Receiver, Week st, Maidstone
Golden, Edward, Sandgate, Kent, Dairyman. Mar 12 at 10.15. 32, St. George's st, Canterbury
Goodwin, John, Melina rd, Shepherd's Bush, Builder. Mar 15 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Gould, James, Savona st, Battersea pk rd, Pig Dealer. Mar 16 at 3. Official Receiver, 109, Victoria st, Westminster
Hall, George, Hereford, Carpenter. Mar 12 at 2.30. Official Receiver, 2, Offa st, Hereford
Hardcastle, William Richard, Halifax, Furniture Dealer. Mar 18 at 11. Official Receiver, Townhall chbrs, Halifax
Harrison, William, Salford, Lancashire, Lard Refiner. Mar 12 at 3.15. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Hatchard, George Robert, Newcastle on Tyne, Yeast Dealer. Mar 16 at 2.30. Official Receiver, Pink lane, Newcastle on Tyne
Hearnden, Thomas George, Dover, Credit Draper. Mar 12 at 9.45. 32, St. George's st, Canterbury
Iles, Albert, Cwmbran, Mon, Shoemaker. Mar 16 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon
Jones, Richard, Denbigh, Licensed Victualler. Mar 15 at 12. Official Receiver, Crypt chbrs, Chester
Kain, Patrick, Sheffield, Provision Dealer. Mar 15 at 12. Official Receiver, Figtree lane Sheffield
Karney, David, Walsall, Staffordshire, Tailor. Mar 15 at 11.30. Official Receiver, Bridge st, Walsall
Lang, John, East Teignmouth, Baker. Mar 15 at 3. Official Receiver, 13, Bedford circus, Exeter
Lench, Thomas, Liverpool, Hat Manufacturer. Mar 16 at 3. Official Receiver, 35, Victoria st, Liverpool
Levy, F. A., Manchester, Tailor. Mar 16 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Morris, William, Widcombe, Bath, Tobacconist. Mar 12 at 3.30. High Bailiff, York st, Bath
Parish, George, West Bromwich, Cattle Dealer. Mar 15 at 3.30. Law Society, Talbot chbrs, Shrewsbury
Paterson, John, Longsight, Manchester, Hatter. Mar 16 at 2.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Pepper, Thomas, Leeds, Railway Carrier. Mar 15 at 11. Official Receiver, St. Andrew's chbrs, 22, Park row, Leeds
Ruck, Sydney, Chatham, Builder. Mar 17 at 11.30. Official Receiver, Eastgate, Rochester
Sandys, Hon Edward Arthur Marcus, Chesham st. Mar 17 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Selby, John, Nottingham, Professional Cricketer. Mar 12 at 12. Official Receiver, 1, High Pavement, Nottingham
Simpson, William, residence unknown, Grocer. Mar 15 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn
Smith, John, Finsbury Park, Draper's Assistant. Mar 15 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Smith, Seth, Windhill, Yorks, Milk Dealer. Mar 12 at 12. Official Receiver, 31, Manor row, Bradford
Stewart, R., Hanbury st, Spitalfields, Greengrocer. Mar 12 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn
Tamlyn, Amos, Pilton, Devon, Innkeeper. Mar 13 at 10. George Otton, the Strand, Barnstaple
Timson, Joseph, Leicester, Confectioner. Mar 17 at 3. Official Receiver, 28, Friar lane, Leicester
Tongue, Henry, Bolton, Lancashire, Licensed Victualler. Mar 15 at 3. 16, Wood st, Bolton
Tudor, Walter, Fermoy rd, Harrow rd, Paddington, Perfumer. Mar 15 at 2. 33, Carey st, Lincoln's inn
Turnbull, James, Kirklington, Cumberland, Farmer. Mar 17 at 12. Official Receiver, 34, Fisher st, Carlisle
Veal, William, St. Ives, Cornwall, Fish Merchant. Mar 13 at 12. Official Receiver, Boscawen st, Truro
Wardman, John, Birkenhead, Butcher. Mar 17 at 2. Official Receiver, 48, Hamilton sq, Birkenhead
Watson, John James Henry, and William Noble, Newport, Mon, Hatters. Mar 15 at 3. Official Receiver, 25, Colmore row, Birmingham
Whiteside, Thomas, Lytham, Lancs, Blacksmith. Mar 15 at 3. Ship Inn, Lytham
Wills, Robert, Sydenham, Merchant. Mar 17 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn

The following amended notice is substituted for that published in the London Gazette of Feb 26.

Hudsmith, James Cranmer, Stretford, nr Manchester, Gent. Mar 12 at 3.30, Official Receiver, Ogden's chbrs, Bridge st, Manchester

ADJUDICATIONS.

Bagg, Thomas, Banwell, Somerset, Farmer. Wells. Pet Feb 27. Ord Mar 3
Barr, Robert, Swansea, Tailor. Swansea. Pet Feb 5. Ord Mar 2
Benge, Robert, Havelock, Northfleet, Kent, Grocer. Rochester. Pet Feb 16. Ord Mar 2
Bentley, Thomas, Wisborough Green, Sussex, Saddler. Brighton. Pet Feb 15. Ord Mar 2
Braithwaite, Daniel, Barrow in Furness, Ginger Beer Maker. Ulverston and Barrow in Furness. Pet Mar 2. Ord Mar 3
Brierley, James, Balladen, nr Rawtenstall, Lancs, Woollen Cotton Maker. Blackburn. Pet Feb 25. Ord Mar 3
Bullen, John, jun, Beaconsfield rd, West Green, Tottenham, Builder. Edmonton. Pet Mar 1. Ord Mar 1
Callaway, George Legge, Bristol, Timber Dealer. Bristol. Pet Feb 15. Ord Mar 3
Case, Frederick, Cardiff, Fruit Merchant. Cardiff. Pet Jan 25. Ord Feb 27
Cocks, Charles James, Greenwich, Tailor's Manager. High Court. Pet Feb 27. Ord Mar 1
Dawson, James, Howgate Farm, nr Todmorden, Yorks, Farmer. Burnley. Pet Feb 12. Ord Feb 27
Dimberline, Ann, Sheffield, Shopkeeper. Sheffield. Pet Feb 27. Ord Mar 1
Dunn, John, Bishop Auckland, Durham, out of business. Durham. Pet Mar 2. Ord Mar 2
Fitzmaurice, John Louis, Bury, Lancashire, Surgeon. Bolton. Pet Feb 13. Ord Mar 1
Forster, Alfred, address unknown, Leatherseller. High Court. Pet Oct 28. Ord Mar 3
Gammon, John Edward, Snodland, Kent, Baker. Maidstone. Pet Mar 1. Ord Mar 2
Greenhow, William, Loughrigg, nr Ambleside, Westmorland, Farmer. Kendal. Pet Jan 22. Ord Mar 3
Greenwood, Frederick William, Leeds, Boot Dealer. Leeds. Pet Feb 11. Ord Mar 2
Gunning, Fanny, Swansea, Innkeeper, Swansea. Pet Feb 9. Ord Mar 2
Hardwick, Ernest John, Eastbourne, Bicycle Dealer. Lewes and Eastbourne. Pet Feb 22. Ord Mar
Hill, Enoch, Malton, Yorks, Joiner. Scarborough. Pet Feb 15. Ord Mar 2
Hollingshead, William, Alexandra rd West, Kensington pk, Grocer. High Court. Order made under sec 103. Ord Mar 2
Humphreys, Edward, Aberystwith, Cardiganshire, Railway Inspector. Aberystwith. Pet Mar 3. Ord Mar 3
Hunt, Arthur, Old Tiverton rd, Chemist. Exeter. Pet Feb 1. Ord Mar 2
Iles, Albert, Cwmbran, Mon, Shoemaker. Newport, Mon. Pet Mar 2. Ord Mar 2
Inshaw, William Richard, and Reginald Rooker Dorsett, Birmingham, Licensed Victuallers. Birmingham. Pet Feb 25. Ord Mar 3
Jacobs, William, Treorkey, Glamorganshire, Furniture Dealer. Pontypridd. Pet Jan 28. Ord Mar 2
Jones, John Thomley, Bootle, nr Liverpool, Furniture Remover. Liverpool. Pet Feb 27. Ord Mar 1
Jones, Richard, Denbigh, Licensed Victualler. Bangor. Pet Feb 25. Ord Mar 2
Karney, David, Walsall, Tailor. Walsall. Pet Mar 1. Ord Mar 1
Kenrick, Agnes Butler, Oxford, Lodging house Keeper. Oxford. Pet Feb 8. Ord Mar 3
Lander, John Oldacre, Rugeley, Wheelwright. Stafford. Pet Feb 19. Ord Mar 2
Lang, John, East Teignmouth, Baker. Exeter. Pet Mar 1. Ord Mar 1
Lassalle, Henry, Ludgate hill, Editor. High Court. Pet Feb 27. Ord Mar 2
Levy, F. A., Manchester, Tailor. Manchester. Pet Feb 5. Ord Mar 3
Lutton, Hungerford, Bootle, Lancashire, Grocer. Liverpool. Pet Feb 15. Ord Mar 3
March, Edward Henry, Axbridge, Somerset, Carpenter. Wells. Pet Feb 25. Ord Mar 2
Maw, George, Thornton le Dale, Yorks, Veterinary Surgeon. Scarborough. Pet Feb 16. Ord Mar 2
McCoy, J. J., Heywood, Lancashire, Grocer. Bolton. Pet Feb 4. Ord Mar 1

Ollerenshaw, George, Ripley, Derbyshire, Baker. Derby. Pet Feb 15. Ord Mar 3
Parkinson, Martha, Oxford, Lodging house Keeper. Oxford. Pet Feb 1. Ord Feb 26
Paterson, John, Longsight, Manchester, Hatter. Manchester. Pet Mar 1. Ord Mar 1
Patmore, Richard William, Fyfield Hall, Essex, Farmer. Chelmsford. Pet Jan 23. Ord Feb 17
Pepperdine, Joseph, Leicester, Draper's Assistant. Leicester. Pet Feb 25. Ord Feb 27
Platt, George, Snow hill, Importer of Lamps. High Court. Pet Jan 29. Ord Mar 2
Potter, Henry, Elizabeth ter, Haverstock hill, Dealer in China. High Court. Pet Feb 26. Ord Mar 2
Prangley, Osborne, Salisbury, Corn Dealer. Salisbury. Pet Feb 19. Ord Mar 3
Reed, William, Bristol, Tea Dealer. Bristol. Pet Feb 15. Ord Mar 3
Rees, Thomas, jun., Bettws, Carmarthenshire, Grocer. Carmarthen. Pet Feb 14. Ord Mar 3
Reeves, Charles, Weymouth ter, Hackney rd, Looking Glass Manufacturer. High Court. Pet Mar 1. Ord Mar 1
Roberts, Jane Hughes, Dolgelly, Merionethshire, Hotel Keeper. Aberystwith. Pet Feb 27. Ord Feb 27
Sharp, Joseph, Barbican, Packing Case Manufacturer. High Court. Pet Feb 2. Ord Mar 2
Smith, Henry, Tuffley, near Gloucester, Farmer. Gloucester. Pet Feb 15. Ord Mar 3
Sprang, Arthur Edward, Worcester, Boot Warehouseman. Worcester. Pet Feb 23. Ord Mar 2
Tasker, James Mark, Purston, near Pontefract, Grocer. Wakefield. Pet Feb 24. Ord Mar 2
Thompson, James, Ormsgill, Barrow in Furness, Sawyer. Ulverston and Barrow in Furness. Pet Feb 9. Ord Mar 3
Topp, Samuel Bertie, Newbury, Berks, Bootmaker. Newbury. Pet Feb 3. Ord Mar 3
Turnbull, James, Kirklington, Cumberland, Farmer. Carlisle. Pet Mar 3. Ord Mar 3
Veal, William, St. Ives, Cornwall, Fish Merchant. Truro. Pet Mar 1. Ord Mar 2
Walker, William, Handsworth, Staffordshire, Brewer. Birmingham. Pet Jan 20. Ord Mar 2
White, Thomas, Aberystwith, Cardiganshire, Jeweller. Aberystwith. Pet Mar 1 Ord Mar 1
Williams, John, Llanallgo, Anglesey, Clerk in Holy Orders. Bangor. Pet Feb 16. Ord Mar 2

TUESDAY, March 9, 1886.

RECEIVING ORDERS.

Appleby, William, Smethwick, Staffordshire, Mill Furnace Man. Oldbury. Pet Mar 3. Ord Mar 4. Exam Mar 29
Barrett, Joseph, Oxford, Boot Factor. Oxford. Pet Mar 5. Ord Mar 5. Exam Apr 8 at 11.30
Beadell, Thomas, Cranlegh, Surrey, Furniture Dealer. Guildford and Godalming. Pet Mar 5. Ord Mar 6. Exam Apr 15 at 1 at Public Hall, Godalming
Betts, William, Hastings, Licensed Victualler. Hastings. Pet Mar 5. Ord Mar 5. Exam Apr 5
Bishop, Richard, Smethwick, Staffordshire, Baker. Oldbury. Pet Mar 3. Ord Mar 4. Exam Mar 29
Bragg, George William, Bristol, Venetian Blind Maker. Bristol. Pet Mar 4. Ord Mar 4. Exam Apr 2 at 12 at Guildhall, Bristol
Bromage, William Henry, Eckington, Worcestershire, Railway Station Master. Worcester. Pet Mar 3. Ord Mar 3. Exam Mar 17 at 11.30
Carter, John, Preston, Lancashire, Provision Dealer. Preston. Pet Mar 6. Ord Mar 6. Exam Mar 26
Cottam, Louis Le Chevalier, and George Upton, Winsley st, Oxford st, Engineers. High Court. Pet Mar 4. Ord Mar 4. Exam Apr 14 at 11.30 at 34, Lincoln's inn fields
Davies, Rees, Porth, Glamorganshire, Grocer. Pontypridd. Pet Mar 2. Ord Mar 3. Exam Mar 30 at 2
Davis, Henry, Dorchester, Cabinet Maker. Dorchester. Pet Mar 5. Ord Mar 5. Exam Apr 1 at 12.30 at County Hall, Dorchester
Forrester, Thomas Frederick, Coulter rd, the Grove, Hammersmith, Commercial Traveller. High Court. Pet Mar 3. Ord Mar 3. Exam Apr 9 at 12 at 34, Lincoln's inn fields
Gange, Richard Quick, Fownhope, Herefordshire, Land Agent. Hereford. Pet Mar 5. Ord Mar 5. Exam Mar 26
Garrood, Alfred, South Croxton, Leicestershire, Labourer. Leicester. Pet Mar 3. Ord Mar 4. Exam Mar 10 at 10
Gray, Richard Thomas, Truro, Manager of Soap Works. Truro. Pet Mar 4. Ord Mar 4. Exam Mar 25 at 11.30
Grundy, John, and Edward Barnett Grundy, Sheffield, Silk Mercers. Sheffield. Pet Feb 18. Ord Mar 4. Exam Mar 25 at 11.30
Hahn, Hermann, Castle st, Falcon sq, Importer of Foreign Goods. High Court. Pet Mar 6. Ord Mar 6. Exam Apr 9 at 12 at 34, Lincoln's inn fields
Halsey, Joseph, George st, St Albans, Grocer. St Albans. Pet Mar 4. Ord Mar 4. Exam Mar 26
Hammett, Francis Thomas, Bridwater, Somerset, Contractor. Bridgwater. Pet Mar 5. Ord Mar 5. Exam Mar 29 at 11
Hampson, John, Burslem, Fishmonger. Hanley, Burslem, and Tunstall. Pet Mar 4. Ord Mar 4. Exam Apr 2 at 11 at Townhall, Hanley
Hand, Joseph, Kingswinford, Staffordshire, Hop Merchant. Stourbridge. Pet Feb 27. Ord Mar 1. Exam Mar 16 at 11
Hart, Francis John, Staindrop, Durham, Innkeeper. Stockton on Tees and Middlesborough. Pet Mar 4. Ord Mar 4. Exam Mar 24
Hart, William Edward, Wolverhampton, Brass Founder. Wolverhampton. Pet Mar 4. Ord Mar 5. Exam Mar 29
Heath, Thomas, Leicester, Timber Merchant. Leicester. Pet Mar 5. Ord Mar 5. Exam Mar 23 at 10
Hughes, John William, Chester, Provision Dealer. Chester. Pet Mar 4. Ord Mar 5. Exam Mar 25 at 12, at Chester Castle, Chester
Hulks, Samuel, Kettering, Builder. Northampton. Pet Mar 4. Ord Mar 4. Exam Apr 13
Hyde, James, Macclesfield, Tailor. Macclesfield. Pet Mar 5. Ord Mar 5. Exam Apr 13 at 11
Johnson, William Ernest, Freemont st, South Hackney, Leather Merchant. High Court. Pet Mar 4. Ord Mar 4. Exam Apr 9 at 12, at 34, Lincoln's inn fields
Jones, Thomas Richard, Holyhead, Master Mariner. Bangor. Pet Mar 4. Ord Mar 4. Exam Apr 8 at 11
Jones, William Lloyd, Denbigh, Licensed Victualler. Bangor. Pet Mar 4. Ord Mar 4. Exam Apr 8 at 11
Keats, James, Burnham, Somerset, Builder. Bridgwater. Pet Mar 4. Ord Mar 4. Exam Mar 22 at 11
Langley, William, Blackpool, Lancashire, Auctioneer. Preston. Pet Mar 4. Ord Mar 4. Exam Mar 26
Larnder, Robert William, and John Barton, Harp lane, Lighterman. High Court. Pet Feb 16. Ord Mar 5. Exam April 15 at 11.30, at 34, Lincoln's inn fields
Lewtas, Alfred, Manchester, Window Blind Manufacturer. Manchester. Pet Mar 5. Ord Mar 5. Exam Mar 23 at 12.30,
Lewis, Frederick William, Ryde, Isle of Wight, Hotel Keeper. Newport and Ryde. Pet Dec 21. Ord Mar 3. Exam Apr 7
Lovegrove, William James, Great Marlow, Buckinghamshire, Grist Miller. Aylesbury. Pet Mar 2. Ord Mar 4. Exam Apr 7 at 11, at County Hall, Aylesbury
Lobett, Charles, Watford, Herts, Handle Manufacturer. St Albans. Pet Mar 6. Ord Mar 6. Exam Mar 26
Mudge, Andrew, Kingston upon Hull, Smackowner. Kingston upon Hull. Pet Mar 5. Ord Mar 6. Exam Apr 5 at 2, at Court house, Townhall, Hull
Norris, Frederick George, Great Yarmouth, Boot Manufacturer. Great Yarmouth. Pet Feb 20. Ord Mar 5. Exam Mar 22 at 2.30, at Townhall, Great Yarmouth
Ollerhead, Richard, Wrexham, Denbighshire, Auctioneer. Wrexham. Pet Mar 4. Ord Mar 4. Exam Apr 20
Oliphant, Hannah, Brampton, Cumberland, Hotel Keeper. Carlisle. Pet Mar 6. Ord Mar 6. Exam Mar 22 at 11, at Court house, Carlisle
Payne, George H., and Co, Fenchurch st, Shipbrokers. High Court. Pet Feb 16. Ord Mar 5. Exam Apr 15 at 11.30, at 34, Lincoln's inn fields
Pennington, Edward, Preston Brook, Cheshire, Wheelwright. Warrington. Pet Mar 4. Ord Mar 4. Exam Mar 18 at 12
Rayment, Frederick, Croydon, out of business. Croydon. Pet Jan 14. Ord Feb 27. Exam Mar 26
Rossiter, John Robert, Treherbert, Glam, Grocer. Pontypridd. Pet Mar 2. Ord Mar 2. Exam Mar 30 at 2
Twist, James, Southport, Lancashire, Auctioneer. Liverpool. Pet Mar 5. Ord Mar 5. Exam Mar 18 at 11, at Court house, Government bldgs, Victoria st, Liverpool
Whyborn, John William, Shoreham, Sussex, Grocer. Brighton. Pet Mar 1. Ord Mar 5. Exam Mar 25 at 11
Williams, Rees, Pontypridd, Painter. Pontypridd. Pet Mar 5. Ord Mar 5. Exam Mar 30 at 2
Wilson, Henry, Eckington, Worcestershire, out of business. Worcester. Pet Mar 5. Ord Mar 5. Exam Mar 19 at 11.30
Wright, Thomas, Leeds, Builder. Leeds. Pet Mar 5. Ord Mar 5. Exam Mar 26 at 2

FIRST MEETINGS.

Bragg, George William, Bristol, Venetian Blind Maker. Mar 17 at 12.30. Official Receiver, Bank chbrs, Bristol
Bromage, William Henry, Eckington, Worcestershire, Railway Station Master. Mar 17 at 11. Official Receiver, Worcester
Byrne, Patrick James, Clewer, Berks, Architect. Mar 17 at 12. White Hart Hotel, Windsor
Charnley, Betsy, and Ann Agnes Charnley, Arnside, Westmoreland, Innkeepers. Mar 17 at 12. Official Receiver, 2, Paxton ter, Barrow in Furness
Clark, Edwin, Colverston crescent, Dalston, Auctioneer. Mar 17 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Cocks, Charles James, Blackheath rd, Greenwich, Tailor's Manager. Mar 18 at 12. 33, Carey st, Lincoln's inn
Davey, Robert George, Albion st, King's cross, Bottle Merchant. Mar 17 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Davies, Rees, Porth, Glamorganshire, Grocer. Mar 17 at 12. Official Receiver, Merthyr Tydfil
Day, Walter Henry Horatio, Grove vale, East Dulwich, Physician. Mar 18 at 11. 33, Carey st, Lincoln's inn
Elliott, Frederick Herbert, Barbican, Importer of Fancy Goods. Mar 19 at 2. 33, Carey st, Lincoln's inn
Evans, William Thomas, Pontypridd, Grocer. Mar 16 at 11.30. Court house, Pontypridd
Farrar, George William (sep estate), Honley, nr Huddersfield, Dyer. Mar 18 at 3. Official Receiver, New st, Huddersfield, Yorks
Farrar, Thomas (sep estate), Honley, nr Huddersfield, Dyer. Mar 18 at 3. Official Receiver, New st, Huddersfield, Yorks
Ford, Curtis, Gt. St. Helen's, Shipbroker. Mar 18 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn
Forster, Alfred Wharton, Rougham, Norfolk, Farmer. Mar 16 at 12. Official Receiver, 8, King st, Norwich
Fothergill, Samuel, Dewsbury, Yorks, Late Rag Merchant. Mar 17 at 4. Official Receiver, Batley
Fox, George, Buckingham, Birmingham Warehouseman. Mar 19 at 11.30. Official Receiver, 1, St. Aldates, Oxford
Fox, Thomas, Gt. Yarmouth, Builder. Mar 19 at 2.30. Lovewell Blake, South Quay, Gt. Yarmouth
Garrood, Alfred, South Croxton, Leicestershire, Labourer. Mar 18 at 12. 28, Friar lane, Leicester
Gray, Richard Thomas, Truro, Manager of Soap Works. Mar 16 at 12. Official Receiver, Boscawen st, Truro
Hagan and Co, Water lane, Shipbrokers. Mar 19 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Halsey, Joseph, George st, St Albans, Grocer. Mar 18 at 12. Ewen and Roberts, 42, Outer Temple, and 222 and 225, Strand
Hampson, John, Burslem, Fishmonger and Potter. Mar 18 at 3. Official Receiver, Newcastle under Lyme
Hand, Joseph, Kingswinford, Staffordshire, Hop Merchant. Mar 16 at 10.30 Talbot Hotel, Stourbridge
Harris, George Edward, Slough, Railway Clerk. Mar 17 at 2. White Hart Hotel Windsor
Hart, Francis John, Staindrop, Durham, Innkeeper. Mar 18 at 11. King's Head Hotel, Darlington
Hart, William Edward, Wolverhampton, Brass Founder. Mar 19 at 4. Official Receiver, St Peter's close, Wolverhampton
Heath, Thomas, Leicester, Timber Merchant. Mar 19 at 12. 28, Friar lane Leicester
Hughes, George Barnett, Portdinorwic, Carnarvonshire, Butcher. Mar 19 at 1.30. Royal Hotel, Carnarvon
Hughes, John William, Chester, Provision Dealer. Mar 18 at 3. Crypt chbrs, Chester
Humphreys, Edward, Aberystwith, Cardiganshire, Railway Inspector. Mar 16 at 2. Lion Hotel Aberystwith
Hyde, James, Macclesfield, Tailor. Mar 16 at 11. Official Receiver, 23, King Edward st, Macclesfield
Inshaw, William Richard, and Reginald Rooker Dorset, Birmingham, Licensed Victuallers. Mar 22 at 11. Official Receiver, Birmingham
Johnstone, John Forsyth, Burdett rd, Chemical Manufacturer. Mar 17 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn
Jones, Thomas Richard, Holyhead, Master Mariner. Apr 8 at 2. Queen's Head Cafe, Bangor
Jones, William, Portmadoc, Carnarvonshire, Builder. Mar 19 at 5. Sportsman Hotel, Portmadoc
Jones, William Lloyd, Denbigh, Publican. Mar 17 at 12. Crypt chbrs, Chester
Kellock, J, Meadow View, Whitehaven, Tailor. Mar 17 at 3. Official Receiver, 67, Duke st, Whitehaven
Langley, William, Blackpool, Lancashire, Auctioneer. Mar 17 at 2. Lane Ends Hotel, Blackpool
Lewtas, Alfred, Manchester, Window Blind Manufacturer. Mar 23 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Longden, George, Darfield, nr Barnsley, Labourer. Mar 18 at 12.30. Official Receiver, 3, Eastgate, Barnsley

Marshall, Thomas James, Southend, Refreshment Contractor. Mar 18 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn
Mudge, Andrew, Kingston upon Hull, Smack Owner. Mar 19 at 2. Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Oades, Charles (sep estate), Egham, Surrey, Builder. Mar 19 at 3. Angel and Crown Hotel, Staines, Middlesex
Oades, Charles, and William Oades, Egham, Surrey, Builders. Mar 19 at 2.15. Angel and Crown Hotel, Staines, Middlesex
Oades, William (sep estate), Egham, Surrey, Builder. Mar 19 at 3.30. Angel and Crown Hotel, Staines, Middlesex
Oliphant, Hannah, Brampton, Cumberland, Hotel Keeper. Mar 22 at 12. Official Receiver, 34, Fisher st, Carlisle
Ollerhead, Richard, Wrexham, Denbighshire, Auctioneer. Mar 17 at 4. Wynnstay Arms Hotel, Wrexham
Pennington, Edward, Preston Brook, Cheshire, Wheelwright. Mar 13 at 10.30 Official Receiver, 2, Cairo st, Warrington
Prodger, Thomas, Eastbourne, Builder. Mar 17 at 12. Champion and Son, 53A, Terminus rd, Eastbourne
Roberts, Jane Hughes, Dolgelley, Merionethshire, Hotel Keeper. Mar 16 at 1. Lion Hotel, Aberystwith
Riley, John, Birmingham, Tailor. Mar 19 at 11. Luke Jesson Sharpe, Official Receiver, Birmingham
Reavell, Thomas Francis, Hemel Hempstead, Herts, Builder. Mar 17 at 11.30. Blagg and Edwards, Solicitors, St Albans, Herts
Rossiter, John Robert, Treherbert, Glamorganshire, Grocer. Mar 16 at 12.30. Court House, Pontypridd
Scott, Matthew, Larden rd, Acton Vale, Builder. Mar 16 at 11. 28 and 29, St. Swithin's lane
Thomas, William (sep. estate), Eastwood, nr Todmorden, Yorks, Cotton Manufacturer. Mar 18 at 3.30. Queen's Hotel, Todmorden
Thomas, William, and Jonas Thomas, Eastwood, nr Todmorden, Yorks, Cotton Manufacturers. Mar 18 at 3.15 Queen's Hotel, Todmorden
Waites, Henry, Tredegar, Mon., Leather Merchant. Mar 18 at 3. Official Receiver, Merthyr Tydfil
Walters, Alfred, Canton, Cardiff, Builder. Mar 18 at 12. Official Receiver, 3, Crockherbtown, Cardiff
Wells, Arthur Frederick Henry, Lewisham, Kent, Beer Retailer. Mar 17 at 3. Official Receiver, 109, Victoria st, Westminster
White, Thomas, Aberystwith, Cardiganshire, Jeweller. Mar 16 at 2.30. Lion Hotel, Aberystwith
Wilson, Henry, Eckington, Worcestershire, out of business. Mar 19 at 11. Official Receiver, Worcester
Wright, George, Doncaster, Farmer. Mar 17 at 12. Guildhall, Doncaster

ADJUDICATIONS.

Bonney, Edward Dixon, Bowness, Westmoreland, Plumber. Kendal. Pet Mar 1. Ord Mar 6
Cockcroft, John, Todmorden, Yorks, Cotton Manufacturer. Burnley. Pet Feb 8. Ord Mar 4
Colbran, Norbury Collins, Canterbury. Stationer. Canterbury. Pet Feb 17. Ord Mar 5
Cubitt, George, North Walsham, Norfolk, Ironmonger. Norwich. Pet Feb 19 Ord Mar 4
Davison, Andrew, Cambridge pl, Paddington, Carver. High Court. Pet Mar 1. Ord Mar 6
Foot, Emma, Stafford, School Proprietress. Stafford. Pet Feb 27. Ord Mar 6.
Fraser, Alexander McDonald Black, Fairfield, nr Liverpool, Engineer. Liverpool. Pet Feb 16. Ord Mar 5
Gann, Joseph Horlock, Holborn Viaduct, Agent for Bicycle Manufacturers. High Court. Pet Feb 12. Ord Mar 5
Gray, Richard Thomas, Truro, Manager of Soap Works. Truro. Pet Mar 4. Ord Mar 6
Gregg, Thomas, Nottingham, Plumber. Nottingham. Pet Feb 19. Ord Mar 4
Hampson, John, Burslem, Fishmonger. Hanley, Burslem, and Tunstall. Pet Mar 4. Ord Mar 4
Hardcastle, William Richard, Halifax, Furniture Dealer. Halifax. Pet Mar 2. Ord Mar 4
Hatchard, George Robert, Newcastle on Tyne, Yeast Dealer. Newcastle on Tyne. Pet Mar 2. Ord Mar 5
Howe, John, Leamington, Tallow Chandler. Coventry. Pet Jan 26. Ord Mar 4
Huggins, George, Sedgeford, Norfolk, Grocer. King's Lynn. Pet Jan 29. Ord Feb 18
Hughes, John William, Chester, Provision Dealer. Chester. Pet Mar 4. Ord Mar 5
Hulks, Samuel, Kettering, Builder. Northampton. Pet Mar 4. Ord Mar 5
Humphreys, Thomas William, Hamsell st, Costume Manufacturer. High Court. Pet Jan 26. Ord Mar 5
Jones, Robert Edward, Haxell's Hotel, Strand, no occupation. High Court. Pet Jan 21. Ord Mar 6
Kent, Edward, Bury St Edmunds, Saddler. Bury St Edmunds. Pet Feb 17. Ord Mar 4
Langley, William, Blackpool, Lancashire, Auctioneer. Preston. Pet Mar 4. Ord Mar 5
Lewtas, Alfred, Manchester, Window Blind Manufacturer. Manchester. Pet Mar 5. Ord Mar 5
Moller, Mathias, West Hartlepool, Ship Chandler. Sunderland. Pet Dec 31. Ord Mar 4
Mudon, John, Gloucester rd, Queen's Gate, South Kensington, Goldsmith. High Court. Pet Jan 15. Ord Mar 5
Parry, John, Pendleton, Lancashire, Rope Manufacturer. Bolton. Pet Feb 19. Ord Mar 5
Pennington, Edward, Preston Brook, Cheshire, Wheelright. Warrington. Pet Mar 4. Ord Mar 5
Prior, Robert, Oxford, Tailor. Oxford. Pet Feb 10. Ord Mar 6
Robinson, William, Hardingstone, Northamptonshire, Beer Retailer. Northampton. Pet Feb 12. Ord Mar 4
Rossitter, John Robert, Treherbert, Glamorganshire, Grocer. Pontypridd. Pet Mar 2. Ord Mar 5
Rowlands, Thomas Christopher, Mildmay pk, Canonbury, Dentist. High Court. Pet Dec 30. Ord Mar 6
Sperring, John, West Bromwich, Miner. Oldbury. Pet Feb 25. Ord Mar 5
Stoneham, William George Pear Tree ct, Farringdon rd, Bookbinder. High Court. Pet Feb 9. Ord Mar 5
Surridge, Octavius, Aberavon, Glamorganshire. Farmer. Neath. Pet Dec 30. Ord Mar 4
Thompson, Edward, Cambridge, Dairyman. Cambridge. Pet Feb 26. Ord Mar 4
Waldenmaier, Johann George, Rodney rd, Walworth, Baker's Manager. High Court. Pet Mar 2. Ord Mar 5
Whitehead, Thomas, Earlsheaton, Yorks, Foreman. Dewbury. Pet Feb 19. Ord Mar 5
Whitworth, Benjamin, Wavendon, Buckinghamshire, no occupation. Northampton. Pet Mar 1. Ord Mar 4
Williams, Meshach, Chester, Window Casement Manufacturer. Chester. Pet Feb 8. Ord Mar 1
Wilson, Henry, Eckington, Worcestershire, out of business. Worcester. Pet Mar 5. Ord Mar 5

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country 28s.; with the* WEEKLY REPORTER, *52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volume, bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

CONTENTS.

CURRENT TOPICS 313
THE DOCTRINE OF ELECTION 314
REGISTRATION OF TITLE IN THE COLONIES 316
RECENT DECISIONS 317
REVIEWS 317
CORRESPONDENCE 318
MR. INCE'S LAND TENURE AND TRANSFER BILL 318
CASES OF THE WEEK:—
COURT OF APPEAL:—
Nottingham Patent Brick and Tile Co. v. Butler 319
Nicholl v. Wheeler 319
Montagu v. The Earl of Sandwich 319
Re Tuck and Culiff 320
Langworthy v. Langworthy 321
De Mora v. Concha 321
Re the Briton Medical and General Life Association..... 321
Re Darbyshire and Kershaw.... 322
HIGH COURT OF JUSTICE:—
Mackay v. Merritt 322
Re The Earl of Aylesford's Settlement 322
Hoare v. Stephens 322
Re Wellcome's and Burroughes & Wellcome's Trade-Marks .. 322
Salt v. Edgar 324
Esdaile v. Esdaile..... 323
Farrington v. Farrington and Schooles 323
CASES AFFECTING SOLICITORS:—
Re B. 323
ELECTION CASES:—
The Election for the South-Western Division of Essex ... 323
THE DIRECTOR OF PUBLIC PROSECUTIONS 324
SOCIETIES 324
LAW STUDENTS' JOURNAL 324
OBITUARY 325
LEGAL APPOINTMENTS 326
LEGAL NEWS 326
COURT PAPERS 327
COMPANIES 327
CREDITORS' CLAIMS 327
LONDON GAZETTES, &c., &c. 328

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

The Editor does not hold himself responsible for the return of rejected communications.

NOTICES TO CORRESPONDENTS.—*All communications intended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*

*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* SOLICITORS' JOURNAL, *as only a small number of copies remain on hand*

SCHWEITZER'S COCOATINA
Anti-Dyspeptic Cocoa or Chocolate Powder.
Guaranteed Pure Soluble Cocoa of the Finest Quality with the excess of fat extracted.
The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."
Highly commended by the entire Medical Press.
Being without sugar, spice, or other admixture, it suits all palates keeps for years in all climates, and is four times the strength of cocoas THICKENED yet WEAKENED with starch, &c., and IN REALITY CHEAPER than such Mixtures.
Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.
COCOATINA A LA VANILLE is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.
In tins at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.
Charities on Special Terms by the Sole Proprietor.
H. SCHWEITZER & Co., 10, Adam-st., Strand, London, W.C

EDE AND SON,
ROBE MAKERS,
BY SPECIAL APPOINTMENT,
To Her Majesty the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.
ROBES FOR QUEEN'S COUNSEL AND BARRISTERS'
SOLICITORS' GOWNS.
Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.
CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS
ESTABLISHED 1689.
94, CHANCERY LANE, LONDON.

UNTEARABLE LETTER COPYING BOOKS.
HOWARD'S PATENT.
Stronger and more durable than any other Letter Copying Books now made.
THE COPYING BOOK FOR THE PROFESSION
PRICE LIST UPON APPLICATION.
WODDERSPOON & CO.,
7, SERLE STREET, AND 1, PORTUGAL STREET
LINCOLN'S INN, W.C.

PRUDENTIAL ASSURANCE COMPANY, LIMITED,

HOLBORN BARS, LONDON.

THIRTY-SEVENTH ANNUAL REPORT,

FOR THE YEAR ENDING 31st DECEMBER, 1885.

THE DIRECTORS have much pleasure in presenting their Report and Accounts for the year 1885.

The Assurance Funds have been increased during the Year by the sum of **£990,345**—namely, the Ordinary Branch **£232,425**, and the Industrial Branch **£757,920.** The total assets of the Company amount to **£5,702,862.**

ORDINARY BRANCH.

The number of policies issued during the year was **17,353**, assuring the sum of **£1,887,890**, and producing a New Annua Premium Income of **£85,374.**

The Premiums of the year were **£303,275**, being an increase of **£64,407** over the year 1884. The total increase for the first four years of the Quinquennium is **£142,018.**

The claims of the year amounted to **£108,777.** The number of Deaths was **712**, and **36** Endowment Assurances matured.

The rate of expenditure of the Branch was little more than Ten per cent. on the Premium Income.

The number of Policies in force was **65,483.**

INDUSTRIAL BRANCH.

The Premiums received during the year were **£2,794,522**, being an increase of **£150,006.**

The Claims of the year amounted to **£1,069,878.** The number of Deaths was **129,846.**

The number of Policies in force, including **36,671** Free Policies, was **6,695,890.**

The Directors are happy to report that the duration of policies in this Branch is still steadily increasing. The average duration of all policies now in existence exceeds five years.

The rate of expenditure of the Branch upon the Premium Income shows a further reduction of more than one-half per cent.

THOS. C. DEWEY, WILLIAM HUGHES, *Managers.*

W. J. LANCASTER, *Secretary.*

PROVIDENT LIFE OFFICE.

50, REGENT STREET, W., and 14, CORNHILL, E.C., LONDON.

Existing Assurances *exceed*	£7,000,000
Invested Funds	£2,455,791
Annual Income	£323,780
Claims and Surrenders Paid *exceed*	£8,000,000
Bonuses Declared	£2,629,814

EXTRACTS *from the Report of the Directors, 15th January*, 1886.

The Directors are glad to be able to report that the business of the Office continues to progress.

Proposals were received for New Assurances amounting to £620,375; and 1,085 Policies were granted for £520,851. The New Premiums, after deduction for re-assurance, amount to £10,146 as against £18,000 for the previous year.

The Claims were £203,075.

The Annual Income is now £323,780.

The total funds of the Office on the 31st of December were £2,455,791, having increased during the year by the sum of £66,835.

The average interest realized was £4 4s. 6d. per cent. as against £4 4s. 2d. for the previous year.

The Directors are satisfied with the efforts of the Branch Managers and Agents of the Office, and confidently believe that, notwithstanding growing competition and commercial depression, the advantages offered by this Office will maintain for it the high position it has always held in the public favour.

Prospectuses, and further Information to be obtained at the Head Office, or of any of the Agents.

CHARLES STEVENS,
Actuary and Secretary.

ESTABLISHED 1851.

BIRKBECK BANK.—

Southampton-buildings, Chancery-lane.

THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.

TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £50.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.

The BIRKBECK ALMANACK, with full particulars, post-free, on application.

FRANCIS RAVENSCROFT Manager.

NEW ORIENTAL BANK CORPORATION (LIMITED).

Capital—Authorised, £2,000,000; Paid-up, £500,000.

London: 40, Threadneedle-street.

BRANCHES and AGENCIES—Edinburgh, Bombay, Calcutta, Madras, Ceylon, Mauritius, Singapore, Hong Kong, Shanghai, Yokohama, Kobe, Nagasaki, Melbourne, and Sydney.

The Bank buys and sells Bills of Exchange, makes telegraphic transfers, issues letters of credit and circular notes, forwards bills for collection, and transacts banking and agency business generally.

The Directors are receiving applications for 4 per cent. Debentures in sums of £10 and upwards, secured upon the Freehold bank premises in the City of London and elsewhere.

Creditors of the old Bank can obtain 3 per cent debentures for the balance of their claims.

THE NEW ZEALAND LAND MORTGAGE COMPANY, Limited.

Capital £2,000,000, fully subscribed by more than 800 shareholders.

£200,000 paid up. Reserve Fund, £5,000.

The Company's loans are limited to first-class freehold mortgages. The Debenture issue is limited to the uncalled capital.

HOME DIRECTORS.

H. J. BRISTOW, Esq. | Sir WILLIAM T. POWER, K.C.B.
W. K. GRAHAM, Esq. | THOS. RUSSELL, Esq., C.M.G.
FALCONER LARKWORTHY, Esq. | Sir EDWARD W. STAFFORD, K.C.M.G.
ARTHUR M. MITCHISON, Esq.

Chairman of Colonial Board—
The Hon. Sir FREDK. WHITAKER, K.C.M.G., M.L.C. late Premier of New Zealand.

The Directors are issuing Terminable Debentures bearing interest at 5 per cent. for seven or ten years, 4½ per cent. for five, and 4 per cent. for three years. Interest half-yearly by Coupons.

A. M. MITCHISON, Managing Director.

Leadenhall-buildings, Leadenhall-st., London, E.C.

REVERSIONARY and LIFE INTERESTS in LANDED or FUNDED PROPERTY or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £500,000. Interest on Loans may be capitalized.

F. S. CLAYTON, C. H. CLAYTON, } Joint Secretaries

The Attention of Members of the Legal Profession is drawn to the New Prospectus of the

ACCIDENT INSURANCE COMPANY (Limited), 10, St. Swithin's-lane, London, E.C.

General Accidents. | Personal Injuries.
Railway Accidents. | Death by Accident.

Forms of Proposal and every information forwarded post-free. C. HARDING, Manager.

NORTHERN ASSURANCE COMPANY

Established 1836.

LONDON: 1, Moorgate-street, E.C. ABERDEEN: 1, Union-terrace.

INCOME & FUNDS (1884):—

Fire Premiums	£573,000
Life Premiums	184,000
Interest...	128,000
Accumulated Funds	£4,993,007

EUROPE, ASIA, AFRICA, AMERICA

Commercial Union Assurance Co.

FIRE LIFE & MARINE.

Capital fully subscribed . £2,500,000
Total Invested Funds, upwards of £2,000,000
Total net annual Income exceeds . . £1,200,000

CHIEF OFFICES: 19 AND 20, CORNHILL, LONDON, E.C.

MESSRS. JOHNSON & DYMOND beg to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses.

Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 38 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week Saturday excepted).